

# **EXHIBIT A**

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April 7, 2025

By Email

Re: *Johnson, et al. v. Zuffa, et al.*, No. 2:21-cv-01189-RFB-BNW (D. Nev.)

Counsel:

We write on behalf of Defendants Zuffa, LLC (“Zuffa”), in response to your March 30, 2025, and April 2, 2025, letters (“March 30 Letter” and “April 2 Letter”) and in follow-up to the parties’ March 31, 2025, meet-and-confer regarding Plaintiffs’ requests for production (“RFPs”) to Zuffa.<sup>1</sup>

As an initial matter, Plaintiffs’ most recent communications<sup>2</sup> continue a concerning pattern of Plaintiffs refusing to acknowledge their own delay in discovery and providing selectively misleading recitations of the parties’ discovery discussions. The record reflects that Zuffa has offered numerous compromises, including agreeing to produce documents from the “interim period” of July 1, 2015, to June 30, 2017, even though thousands of documents from that time period have already been produced and agreeing to produce documents responsive to more than half of Plaintiffs’ disproportionately broad and burdensome RFPs. Plaintiffs, on the other hand, ignored their promise to exchange custodians and search terms for *nine weeks* and, thus far, appear to be refusing to limit the substantive scope of *any* of their RFPs.

Nonetheless, Zuffa remains committed to engaging with Plaintiffs in good faith to try to find compromises regarding the parameters of Zuffa’s response to Plaintiffs’ extensive and

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<sup>1</sup> As previously noted, the purported *Johnson* class contains members who signed arbitration clauses and/or class-action waivers in their fighter agreements. Defendants expressly reserve the right to move to compel arbitration with respect to these purported class members. By responding to Plaintiffs’ discovery-related letters, Defendants do not waive or relinquish, and expressly reserves, its rights to enforce waivers and pursue arbitration against any putative class member in response to the claims made in this action.

<sup>2</sup> While this letter mainly responds to the March 30 Letter, Zuffa is also in receipt of Plaintiffs’ April 2 Letter that purports to memorialize the parties’ meet-and-confers and negotiations to date. We disagree with many of your letter’s characterizations. To move the ball forward and avoid unproductive tit-for-tat, however, this letter focuses on Zuffa’s actionable proposals for responding to Plaintiffs’ First Set of RFPs to Zuffa. That Zuffa has not addressed or corrected every statement in Plaintiffs’ April 2 letter should not be construed as agreement with Plaintiffs’ characterizations. Zuffa reserves all rights.

burdensome document requests. With that in mind, we would like to propose a path forward to achieve mutually agreeable resolutions on the following issues.

### **I. Reproduction of *Le* Discovery**

As we have informed Plaintiffs repeatedly, given the lengthy and complex history of the *Le* litigation, a substantial percentage of *Le*-produced documents were previously clawed back and/or have been produced multiple times through different vendors, and our current E-Discovery vendor is working expeditiously to prepare these documents for *Le* re-production in *Johnson*. After our most recent *Le* re-production on March 31, 2025, we have now produced five volumes of *Le* reproduction materials, consisting of more than 2 million pages and more than 507,000 documents. Only approximately 269,000 of *Le* documents remain to be reproduced in *Johnson*. As we have done throughout this process, we will keep you apprised and continue to make rolling productions of *Le* re-production materials, which will be complete in the coming weeks.

### **II. Preservation Issues**

During our meet-and-confer on March 30, Plaintiffs requested that Zuffa provide information regarding (i) the Zuffa individuals on legal hold, (ii) the sources of ESI from which Zuffa identified potentially relevant documents, and (iii) the types of documents being preserved. As we previously have explained in both meet-and-confers and previous correspondence, Zuffa identified individuals with potentially relevant ESI and has taken steps to preserve any such data, including by sending litigation holds to all identified employees who may possess relevant data once Zuffa learned of reasons to believe such data might exist. Zuffa does not agree that Plaintiffs are entitled to additional information regarding the methods by which Zuffa has identified and preserved relevant ESI.

Nonetheless, in the spirit of compromise, Zuffa confirms that (i) the individuals listed in Appendix A have been issued legal holds in connection with this matter, and Zuffa has taken affirmative steps to ensure compliance with those holds;<sup>3</sup> (ii) the sources of data subject to Zuffa's mandatory legal hold include relevant ESI and hard-copy documents; (iii) the legal hold requires the suspension of routine deletion, automatic deletion, recycling, and regular purges of such data; (iv) Zuffa has identified custodial emails, Microsoft Teams chat messages, and network data shares as sources of potentially relevant ESI that are reasonably accessible to Zuffa; and (v) Zuffa is preserving all document types found in those ESI sources. As we previously explained, other sources of ESI—such as data from individuals' personal social-media accounts or communications made from mobile devices—are either not reasonably accessible or not in the possession, custody, or control of Zuffa.

### **III. Custodians and Search Terms**

Plaintiffs have been in receipt of Zuffa's proposed search terms and custodians since January 24, 2025. Plaintiffs simply failed to respond to that proposal for more than *nine weeks*.

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<sup>3</sup> These legal holds are in addition to the legal holds issued in connection with the *Le* litigation, which remain in effect and also encompass the data of other individuals no longer employed at Zuffa during the *Johnson* class period.

Your last two letters' effort to reframe Plaintiffs' inaction as a strategic necessity is not supported by Plaintiffs' own statements.

During our January 8 meet-and-confer, Plaintiffs requested that Zuffa produce organizational charts to facilitate the selection of custodians. We responded that Zuffa had already produced documents reflecting the senior leaders of Zuffa and TKO and that Plaintiffs should be able to propose a set of custodians based on the information that Zuffa has already produced to date, including the custodians and materials provided in *Le*.<sup>4</sup> Plaintiffs then sent a letter on January 13 ("January 13 Letter") in which Plaintiffs "agreed to provide a list of proposed search terms and custodians on a non-exhaustive basis," "asked that Defendants independently propose a set of custodians and search terms" and proposed "*that the parties simultaneously exchange their respective initial sets of custodians and search terms.*" January 13 Letter at 3 (emphasis added). Zuffa agreed and on January 24, we provided a set of 15 proposed custodians and search terms tied to specific RFPs for which Zuffa had agreed to conduct a custodial search. *See* January 24, 2025, Axelrad Email to Plaintiffs. These custodians include the seniormost members of UFC who are most likely to possess unique, relevant information.

Even though Plaintiffs had themselves previously proposed "that the parties simultaneously exchange their respective initial sets of custodians and search terms," January 13 Letter at 3, Plaintiffs failed to follow through on their offer to reciprocally respond with its own proposal of search terms or custodians. Instead, after nearly four weeks of silence, Plaintiffs sent a letter on February 17 ("February 17 Letter") confirming that "Plaintiffs are in receipt of Zuffa's proposed custodians and search terms" and "are in the process of analyzing your proposal and will provide our responses and counterproposal in the near future." February 17 Letter at 5. Nothing in Plaintiffs' February 17 Letter—or in any of the correspondence between the parties since Zuffa proposed custodians and search terms on January 24—indicated that Plaintiffs' long-awaited counterproposal on terms and custodians was contingent on *any* further information from Zuffa, or otherwise required the resolution of any other issues before Plaintiffs would agree to engage on search terms and custodians.

Nonetheless, five additional weeks of silence passed, in which Plaintiffs failed to respond or provide a counterproposal on search terms or custodians. Then, suddenly, upon receipt of Zuffa's March 30 letter and one day before a scheduled March 31 meet-and-confer, Plaintiffs changed their position, announcing *for the first time* that "negotiating search terms is premature as doing so will necessarily yield an incomplete or inadequate set created in the absence of an agreement about what Zuffa is to search for, from whom and from which sources." March 30 Letter at 2. Perhaps recognizing Plaintiffs' delay and change in position, Plaintiffs finally provided a set of search terms, in conjunction with its March 30 Letter, "to be applied to all documents collected by Zuffa." *Id.*<sup>5</sup>

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<sup>4</sup> Zuffa is undergoing a search for any additional documents reflecting Zuffa's organizational hierarchy and will produce any relevant documents so identified, to the extent additional information is necessary prior to Plaintiffs agreeing to engage on custodians.

<sup>5</sup> Notably, Plaintiffs' March 30 set of proposed search terms to Zuffa appear to be identical to the search terms proposed to Endeavor by Plaintiffs, which were supposedly targeted to identify relevant documents for Endeavor's jurisdictional discovery. Furthermore, unlike Zuffa's January 24 set of search terms, Plaintiffs' terms are untethered to any particular document request made by Plaintiffs.

The consequences of Plaintiffs' nine-week delay have materially prejudiced Zuffa and harmed both parties. Among other things, Plaintiffs' prolonged inaction has prejudiced Zuffa's ability to complete document review in a timely and orderly manner, and now threatens the parties' ability to meet the operative substantial completion deadline. It is simply not tenable for Plaintiffs to withhold engagement for more than two months and then argue that Zuffa's efforts to move discovery forward are somehow improper or premature.

We want to underscore that reaching resolution on custodians and search terms issues will benefit both parties: Plaintiffs will obtain responsive documents more quickly by limiting the volume of non-responsive documents in Zuffa's review, and Zuffa will be able to conduct a reasonable and proportional review without bearing the burden of reviewing a high volume of non-responsive documents. Zuffa remains committed to this goal, and we urge Plaintiffs to engage more productively so that the parties can achieve it.

To that end, and in the spirit of compromise, Zuffa attempted to complete a hit report of Plaintiffs' March 30 search terms against the ESI custodial data of our 15 proposed custodians to determine the volume and burden of Plaintiffs' proposed terms. Our E-Discovery vendor has identified dozens of syntax errors that prevent the running of Plaintiffs' search terms without substantial modifications or clarifications. We have compiled the syntax errors in Appendix B and request that Plaintiffs resend a modified set of proposed search strings addressing the syntax errors and questions from our vendor. Zuffa will thereafter be able to provide the results of the hit report and will make itself available for any subsequent conferrals as necessary.

Meanwhile, Plaintiffs have still not responded to Zuffa's January custodian proposal. We ask you to do so by Monday, April 14.

Zuffa reserves all rights to ensure that a reasonable and proportionate set of search terms and custodians are used to conduct its custodial review.

#### **IV. Zuffa's Specific Objections to Plaintiffs' Requests for Production**

The record reflects that Plaintiffs have not yet attempted to substantively refine *any* of their extraordinarily broad and burdensome document requests, including the requests to which Zuffa has requested additional information and narrowing. Despite Plaintiffs having essentially offered *no* substantive compromises or actionable proposals on its pending document requests, Zuffa remains committed to conferring with Plaintiffs in good faith and trying to find agreement. To that end, please see additional details below concerning Zuffa's positions regarding the RFPs identified in the March 30 Letter, including Zuffa's proposals on the path forward on these requests.

- **RFP Nos. 2-3, 69 (government and regulatory documents).**

- RFP No. 2: All Documents and Communications produced by You to any government or government agency in response to any investigative demand or other request from the U.S. Department of Justice, the U.S. Federal Trade Commission, any state regulatory agency, or any foreign regulatory agency related to: (a) Your policies, practices, guidelines, and training directed to compliance with U.S. governmental regulatory agencies, or any foreign regulatory agency, including all

Documents concerning the creation of such policies, and any statements signed by Your employees or agents acknowledging their receipt of or compliance with Your compliance policies; (b) the acquisition of Zuffa or any parent of or successor to Zuffa by Endeavor Group Holdings, Inc.; or (c) the merger of Zuffa or any parent of or successor to Zuffa with World Wrestling Entertainment, Inc. (a/k/a WWE) or any parent of or successor to World Wrestling Entertainment, Inc. Explicitly included within the scope of this Interrogatory is any correspondence or documents exchanged between You and the U.S. Department of Justice, including documents reflecting or constituting any Communications with former Assistant Attorney General for the Department of Justice Antitrust Division Makan Delrahim, relating to *Le, et al. v. Zuffa, LLC*, 2:21-cv-1189-RFB-BNW (D. Nev.).

- RFP No. 3: All Documents and Communications produced by You to the U.S. government pursuant to the Hart-Scott-Rodino Antitrust Improvements Act of 1976, Pub. L. No. 94-435, and any second requests, related to the acquisition of Zuffa or any parent of or successor to Zuffa by Endeavor Group Holdings, Inc., the merger of Zuffa or any parent of or successor to Zuffa with World Wrestling Entertainment, Inc. (a/k/a WWE) or any parent of or successor to World Wrestling Entertainment, Inc., or the formation of TKO Group Holdings, Inc.
- RFP No. 69: All Documents referencing or relating to Zuffa's registration with any regulatory bodies governing the MMA industry. Include all Documents referencing or relating to any suspensions of Zuffa for any reason by any government agency or any Person responsible for regulation, supervision, licensing, permitting or safety of Professional MMA Bouts and Professional MMA Fighters.

We previously explained that these requests—demanding “all” documents provided by Zuffa to any U.S. or foreign government agency, related to a broad array of subjects over an indefinite period of time—are overbroad and not proportionate to the needs of the case, and we requested that Plaintiffs narrow the scope of these broad requests. January 24, 2025, Letter to Plaintiffs at 4. Plaintiffs have refused to offer any compromises.

In response, Plaintiffs claimed that RFP No. 2 is narrowly tailored because “any such investigations would most likely relate to antitrust concerns the agencies had, so documents and communications relating to those investigations or to Zuffa's compliance policy would be relevant.” Feb. 17 Letter at 5. This is false by the very terms of RFP No. 2, which are *not* tethered to antitrust concerns, but rather request “all” documents and communications produced to “any state regulatory agency or any foreign regulatory agency” regarding Zuffa's “policies, practices, guidelines, and training directed to compliance with U.S. governmental regulatory agencies, or any foreign regulatory agency”—without regard to the subject matter of any such investigations or policies. Relatedly, Plaintiffs entirely ignore Zuffa's burden and proportionality concerns pertaining to RFP No. 2.

Similarly, Plaintiffs claim that RFP No. 3 is “narrowly focused” because such documents “are likely to contain statements and information relating to Zuffa's revenues, costs, market share, fighter compensation, potential competitors, barriers to entry, and other relevant information,” and



that Plaintiffs demand “nothing less” than what the U.S. Department of Justice may have required of Zuffa during statutorily authorized Hart-Scott-Rodino investigations. Feb. 17 Letter at 6. Zuffa does not agree. Plaintiffs provide no basis in law or fact to receive the same documents that Zuffa may have produced pursuant to statutorily authorized government investigations.

Likewise, Plaintiffs claim that RFP No. 69 is proportionate to the needs of the case because it seeks “information about, inter alia, Zuffa’s safety record, purse amounts, rules infractions, and possible capture of the MMA regulatory agencies, as well as other information relating to compensation, output, and the quality, among other issues.” Feb. 17 Letter at 6. Plaintiffs fail to explain any basis for its position that such information would be reflected in the requested files, nor how Zuffa’s “safety record” or “possible capture of the MMA regulatory agencies” relates to the claims and defenses in this case. While UFC’s role in popularizing and engaging with combat-sports stakeholders is certainly an important aspect of the history of MMA and UFC, the details of all the day-to-day interactions with the commissions and regulators have no discernible relevance to the disputed issues in this litigation, as Zuffa does not deny it is subject to the supervision of entities responsible for regulation of MMA bouts.

**Zuffa proposal:** In response to RFP Nos. 2-3, in the spirit of compromise and notwithstanding the foregoing and subject to and without waiver of any previously lodged objections, Zuffa will agree to produce non-privileged relevant documents that are reasonably accessible and created in the ordinary course of business sufficient to show Zuffa’s compliance with U.S. government investigations pertaining to U.S. antitrust law, including those performed pursuant to the Hart-Scott-Rodino Antitrust Improvements Act of 1976 and those that relate to the acquisition of Zuffa by Endeavor and the merger of Zuffa with WWE.

Likewise, notwithstanding the foregoing and subject to and without waiver of any previously lodged objections, Zuffa will agree to produce non-privileged relevant documents that are reasonably accessible and created in the ordinary course of business sufficient to show Zuffa’s registration with U.S. regulatory bodies governing the MMA industry, including any suspensions of Zuffa by such bodies, in response to RFP No. 69.

- **RFP Nos. 8-10 (arbitration and class-action provisions).**

- RFP No. 8: All arbitration clauses or class action waivers between You and any Professional MMA Fighters, whether set forth in an Agreement or otherwise, and all Documents and Communications relating to any such arbitration clause or class action waiver, including without limitation analyses, draft proposed clauses, analyses of such clauses, white papers, reports, slide presentations, or discussions regarding the reasons for, or potential benefits to Zuffa or Endeavor or anyone else of, including arbitration clauses and/or class action waivers in Your Agreements with Professional MMA Fighters
- RFP No. 9: All Documents and Communications evidencing the negotiation of any Agreement responsive to the preceding Request

- RFP No. 10: All Documents and Communications consisting of or relating to Your discussion, analysis, interpretation or characterization of any arbitration clause or class action waiver, and/or the negotiation thereof.

Zuffa appreciates Plaintiffs confirming that RFP Nos. 8-10 seek “all” documents and communications relating to arbitration clauses and class action waivers, including draft language, internal analyses, and “discussions regarding the benefits” of such clauses—and, in the case of RFP No. 10, “discussion, analysis, interpretation, characterization or negotiation of any arbitration clause or class action waiver . . . not limited to Zuffa’s agreements with its fighters.” Feb. 17 Letter at 6-7. Further, Zuffa agrees with Plaintiffs that “arbitration clauses and class action waivers are relevant” in this case. *Id.* at 6. Zuffa also appreciates Plaintiffs’ acknowledgment that the arbitration clauses and class-action waivers “limit[]” those fighters who freely chose to sign contracts containing such clauses from “taking action against Zuffa” outside of the agreed-upon arbitration context for any disputes arising from their promotional relationship with UFC. *Id.*

However, Zuffa does not agree with Plaintiffs’ other characterizations regarding these requests, *see id.* at 6-7, or Plaintiffs’ contention that Zuffa has “failed to comply” with RFP Nos. 8-10, *id.* at 7, merely by asking Plaintiffs to explain their position and objecting to the burdensome nature of the requests as written. Zuffa also does not agree that discovery into the negotiation of contracts with fighters who are not part of the putative class is reasonably proportionate to the needs of this case, given the more-than-800 fighters who fall into this category whose contracts have already been produced to Plaintiffs. *See* ECF No. 179. Zuffa also maintains its objection that these requests call for documents protected from disclosure by the attorney-client privilege and work-product doctrine, requiring additional time and resources to review and further adding to the disproportionate burden of locating all such analyses, drafts, and discussions.

**Zuffa proposal:** In the spirit of compromise and notwithstanding the foregoing and subject to and without waiver of any previously lodged objections, Zuffa will agree to produce non-privileged relevant documents identified by a reasonable and proportionate set of search terms that reflect drafts, analysis, or discussions of arbitration or class-action-waiver clauses in contracts exchanged with fighters in the putative *Johnson* class, including documents and communications relating to the negotiation of such contracts and discussions of the benefits of such clauses generally.

- **RFP Nos. 14-19 (corporate transaction materials).**

- RFP No. 14: All Documents and Communications relating to the potential sale of Zuffa or any portion thereof (or interest therein), including any Communications with or Documents created by Zuffa or any third party, including without limitation any prospectuses, proposals, confidential information memoranda, credit assessments, due diligence requests, Documents, or Communications created, collected, placed in data rooms, or produced in response to due diligence requests, offers, negotiations, memoranda of understanding, and all other Documents or Communications relating in any way to the potential sale, acquisition, merger or transfer of Zuffa or any portion thereof or interest therein.



- RFP No. 15: All Documents and Communications (exclusive of Documents and Communications produced in response to Request for Production No. 14) relating to the sale of a majority stake in Zuffa to Endeavor in 2016, including Communications with or Documents created by any third party, and including without limitation any executed Agreements, draft Agreements, memoranda of understanding, offers, prospectuses, proposals, confidential information memoranda, credit assessments, supporting schedules, all Documents and Communications relating to negotiations, due diligence requests, Documents and Communications created, collected, placed in data rooms, or produced in response to due diligence requests, all regulatory filings, registration documents, and any other Documents or Communications sent to or received by You relating to any U.S., state, or local agency, and all other Documents and Communications relating in any way to the sale of Zuffa in or around 2016.
- RFP No. 16: All Documents and Communications (exclusive of Documents and Communications produced in response to Request for Production No. 14) relating to the sale of any share(s) of Zuffa to Endeavor in or around 2021, including any Communications with or Documents created by any third party, and including without limitation any executed Agreements, draft Agreements, memoranda of understanding, offers, prospectuses, proposals, confidential information memoranda, credit assessments, supporting schedules, all Documents and Communications relating to negotiations, due diligence requests, Documents and Communications created, collected, placed in data rooms, or produced in response to due diligence requests, all regulatory filings, registration documents, and any other Documents or Communications sent to or received by You relating to any U.S., state, or local agency, and all other Documents and Communications relating in any way to the sale of or any portion of Zuffa in or around 2021.
- RFP No. 17: All Documents and Communications relating to the acquisition, sale, merger or transfer of World Wrestling Entertainment, Inc. in 2023, including any Communications with or Documents created by any third party, and including without limitation any executed Agreements, draft Agreements, memoranda of understanding, offers, prospectuses, proposals, confidential information memoranda, credit assessments, all Documents and Communications relating to negotiations, due diligence requests, Documents and Communications created, collected, placed in data rooms, or produced in response to due diligence requests, all regulatory filings, registration documents, and any other Documents or Communications sent to or received by You relating to any U.S., state, or local agency, and all other Documents and Communications relating in any way to the acquisition and merger of World Wrestling Entertainment, Inc. in 2023.
- RFP No. 18: All Documents and Communications relating to any efforts by You or made on Your behalf to raise capital, including but not limited to loans or issuance of debt or equity, and including without limitation any Agreements, draft Agreements, negotiations, investor presentations, prospectuses, confidential

information memoranda, credit assessments, due diligence requests, Documents and Communications created, collected, placed in data rooms, or produced in response to due diligence requests, and all other documents and communications related in any way to efforts to raise capital, regardless of whether any loan was actually obtained or any debt or equity was actually issued.

- RFP No. 19: Documents and Communications sufficient to Identify each of Your employees or agents or anyone purporting to act on Your behalf involved in approving or negotiating the terms of any Agreement, or proposed Agreement, for all or part of Zuffa to be acquired by Endeavor or by anyone else

We previously explained that RFP Nos. 14-18 are impermissibly broad on their face, seeking “all documents” relating to any actual or potential sale of all or part of Zuffa, including documents and communications relating to the sale of a majority stake in Zuffa to Endeavor in 2016 and the 2023 merger with WWE. Plaintiffs’ response—that “these types of materials contain Zuffa’s, third-party evaluators’, and potential purchasers’ statements concerning Zuffa’s business practices and strategies” and that “the understanding of Zuffa and the transactions it has been involved in is incomplete without receiving all of the documents and communications sought” by these requests, Feb. 17 Letter at 7—confirms the disproportionate burden of the scope of these requests. For example, Zuffa’s “business practices and strategies” sweep far more broadly than the specific statements that Plaintiffs identify as relevant that may be contained in these materials—*i.e.*, “statements about UFC’s exclusionary practices, market share, competitors (or lack thereof), and contractual clauses in fighter agreements.” *Id.* Plaintiffs also do not dispute Zuffa’s previous explanations that the disproportionate burden of these requests is magnified further because (i) the Endeavor acquisition and WWE merger are not challenged in this case, (ii) a great deal of publicly available information about these transactions is already available to Plaintiffs, and (iii) these requests seek extraordinarily invasive information regarding compensation to Zuffa. Furthermore, requests for “all documents and communications” relating to any “*actual or potential*” transaction are overbroad and unduly burdensome for the additional reason that Plaintiffs’ Amended Complaint identifies no actual or potential transactions as forming the basis of any its allegations against Zuffa.

**Zuffa proposal:** In response to RFP Nos. 14-18, in the spirit of compromise and notwithstanding the foregoing and subject to and without waiver of any previously lodged objections, Zuffa will agree to produce non-privileged relevant documents reasonably accessible and created in the ordinary course of business relating to the 2016 Endeavor acquisition or 2023 WWE merger that discuss fighter compensation and contracts, UFC’s market share, or MMA competition that were created during the transaction diligence process.

In response to RFP No. 19, subject to and without waiver of any previously lodged objections, Zuffa will agree to produce non-privileged relevant documents that are reasonably accessible and created in the ordinary course of business sufficient to identify employees and agents of Zuffa that were involved in approving or negotiating the terms of the 2016 Endeavor acquisition or 2023 WWE merger.

- **RFP Nos. 20-24, 26-31 (financial and compensation data).**

- RFP No. 20: Documents and data (including structured or unstructured data) sufficient to show Your financial data, including at a minimum Your costs, revenue, income, EBITDA, assets, debits, borrowing costs, and profits, by month and by year, at the most granular level such documents and data are maintained.
- RFP No. 21: All monthly and annual financial documents created or maintained by You or on Your behalf, including without limitation all audited financial statements, balance sheets, income statements, profit and loss reports, margin analyses, equity valuations, asset appraisals, financial models, budgets (proposed or otherwise), investor presentations, margin analyses, pro formas, regulatory filings (including income tax returns), issuance of equity or debt, loans, and money owed or receivable, and any other form of financial reporting.
- RFP No. 22: For each year of the Relevant Time Period, Documents sufficient to show beneficial ownership in Zuffa, and any changes thereto. This Request includes Documents sufficient to show the percentage of any stock or other interests owned by each Person holding a beneficial ownership interest and the consideration paid for such interest.
- RFP No. 23: Documents and data sufficient to show all compensation including salary, bonuses, expense reimbursements, aviation expenses, distributions, dividends, stock awards, loans (including information about repayment or forgiveness), management fees, board fees, and all other compensation of any kind to all senior executives, board members, directors, beneficial owners, and shareholders holding more than a 5% interest in Endeavor, including the date of the compensation, the dollar value, the date of vesting, accrual, or maturation of the compensation (if applicable), the source of the compensation (e.g., from a debt issuance or from corporate profits), the reason given (if any) for the compensation, and the relative share received by each Person receiving compensation.
- RFP No. 24: Documents and data sufficient to show any non-monetary benefits bestowed on any beneficial owners of Zuffa, including without limitation: (a) travel in private jets owned, leased, or paid for by You; (b) use of houses, apartments, vacation properties, or other real estate owned, leased, or paid for by You; (c) use of motor vehicles owned, leased, or paid for by You; (d) tickets for sporting events or other entertainment events paid for by You; and/or (e) any other item, service, amenity, activity, or privilege provided to one or more of the beneficial owners at Your expense.
- RFP No. 26: All Documents constituting, referencing, or relating to Your transactional data, at the most granular level possible, for each UFC Professional MMA Event held during the Relevant Time Period, sufficient to show at a minimum the following

- a. total gate receipts from each UFC Professional MMA Event during the Relevant Time Period, broken down by event;
  - b. total attendance at each UFC Professional MMA Event during the Relevant Time Period, broken down by event;
  - c. total revenues from each PPV broadcast of UFC Professional MMA Event during the Relevant Time Period, broken down by event;
  - d. total revenues from non-PPV broadcast of UFC Professional MMA Event during the Relevant Time Period, broken down by event and by contracted broadcaster (e.g., ESPN, Fox, Spike, etc.);
  - e. total revenues from closed circuit broadcast to commercial venues such as bars, restaurants, or theaters of each UFC Professional MMA Event during the Relevant Time Period, broken down by event;
  - f. total revenues derived from the sale of advertising during all broadcasts of UFC Professional MMA Events, whether PPV or non-PPV, during the Relevant Time Period, broken down by month and year, by PPV or non-PPV, and by advertiser;
  - g. total revenues derived in any way from the Promotional and Ancillary Rights, as described in Your Promotional and Ancillary Rights Agreements with MMA Fighters, relating to all professional MMA Fighters who have been under contract with the UFC at any time during the Relevant Time Period, broken down by month and year;
  - h. total revenues derived from Agreements with sponsors of the UFC or of the Professional MMA Fighters who have been under contract with the UFC at any time during the Relevant Time Period;
  - i. total revenues by event;
  - j. the gross and net price paid by customers for transactions by unit, subscription, and/or ticket for a single Pay-Per-View, ticket to a live event, or UFC Fight Pass subscription
- RFP No. 27: Documents and data in as granular form as the information is maintained, sufficient to show any and all compensation paid to each UFC Fighter individually for each UFC Professional MMA Bout that the UFC Fighter participated in during the Relevant Time Period, on a fighter-by-fighter basis, broken down by Professional MMA Bout (so that each UFC Fighter's compensation data is available in one Document or sequence of Documents, and it is produced with sufficient granularity so that the compensation is clearly attributed to the UFC Professional MMA Bout at which the Fighter earned it), as follows:

- a. the date and location of each UFC Professional MMA Bout the UFC Fighter participated in during the Relevant Time Period, and
  - b. the base salary the UFC Fighter received for each UFC Professional MMA Bout he or she participated in during the Relevant Time Period;
  - c. all bonuses the UFC Fighter received for each UFC Professional MMA Bout he or she participated in during the Relevant Time Period (including but not limited to any and all discretionary bonuses or payments, fight of the night, performance of the night, knockout and submission of the night bonuses), broken down by each bonus received for each Professional MMA Event;
  - d. all broadcast royalties the UFC Fighter received (if any) for each UFC Professional MMA Bout he or she participated in during the Relevant Time Period, broken down so that the broadcast royalties are traceable to a particular UFC Professional MMA Bout (to be clear, if the UFC Fighter received broadcast royalties from more than one UFC Professional MMA Bout, the broadcast royalties should be clearly attributed to the specific UFC Professional MMA Bout from which they were generated;
  - e. any other form of compensation the UFC Fighter received for each UFC Professional MMA Bout he or she participated in during the Relevant Time Period; and;
  - f. Pay-Per-View shares the UFC Fighter received for each UFC Professional MMA Bout he or she participated in during the Relevant Time Period.
- RFP No. 28: Profit and loss statements (including identity of participating fighters and compensation paid to each) for each UFC Professional MMA Event.
  - RFP No. 29: Documents sufficient to show Your actual costs for presenting UFC Professional MMA Events, down to as granular a level as possible, including without limitation venue costs, promotional costs, compensation for UFC Fighters, insurance, safety, and all other costs incidental to presenting UFC Professional MMA Events.
  - RFP No. 30: Documents sufficient to show Your actual costs for presenting UFC Professional MMA Bouts, down to as granular a level as possible, including without limitation venue costs, promotional costs, compensation for UFC Fighters, insurance, safety, and all other costs incidental to presenting UFC Professional MMA Bouts.

- RFP No. 31: Documents sufficient to show Your actual costs involved in promoting the UFC as a brand.

Zuffa previously explained that RFP Nos. 20-24 and 26-31 are unduly burdensome because, among other things, Plaintiffs are seeking numerous types of data, including structured and unstructured financial data “at the most granular level”; monetary and non-monetary compensation data for Zuffa executives, board members, directors, and shareholders; revenues, compensation, and P&L statements on an event-by-event, fighter-by-fighter basis; and actual costs for Zuffa’s events and for promoting the UFC as a brand. In response to Zuffa’s request that Plaintiffs narrow these requests and explain the nexus of each requested data point to the claims and defenses in this case, Plaintiffs simply stated that “all of the information sought” by these eleven requests “is necessary to show Zuffa’s total finances, which is relevant to showing monopoly profits, calculating wage share, and establishing market share” and “should be go-gets,” making “the burden of production minimal.”<sup>6</sup> Feb. 17 Letter at 8-9.

However, Plaintiffs did not dispute Zuffa’s objection that the requests are overbroad insofar as they could be construed to require the manual extraction, production, and review of millions of individual data points and transactions associated with Zuffa’s business. Nor did Plaintiffs dispute Zuffa’s contention that the requests are overbroad insofar as they seek documents or data relating to tax returns, the public disclosure of which is disfavored. *E.g., Advanced Visual Image Design, LLC v. Exist, Inc.*, 2015 WL 4934178, at \*7 (C.D. Cal. Aug. 18, 2015).

Zuffa strongly disputes many of Plaintiffs’ characterizations in their February 17 Letter and does not agree with Plaintiffs’ fundamental contention that these requests seek information “necessary to show Zuffa’s total finances” or that the requests aimed at doing so are reasonably calculated to lead to the discovery of relevant or admissible evidence.

**Zuffa proposal:** In response to RFP Nos. 20-24 and 26-31, in the spirit of compromise and notwithstanding the foregoing and subject to and without waiver of any previously lodged objections, Zuffa will agree to produce non-privileged relevant documents or data (not duplicative of documents or data already produced) that are reasonably accessible and created in the ordinary course of business sufficient to show or identify (i) Zuffa’s structured financial data, (ii) Zuffa’s monthly and annual financial statements (iii) beneficial ownership in Zuffa and any changes thereto, (iv) monetary and non-monetary compensation to senior Zuffa executives, board members, and directors during the Relevant Period; (v) Zuffa’s corporate structure during the Relevant Period, (vi) data reflecting the revenue generated from each UFC event held during the Relevant Period, (vii) compensation paid to UFC fighters during the Relevant Period, (viii) profit and loss statements for each UFC event during the Relevant Period, and (ix) actual costs associated with UFC events and brand promotion during the Relevant Period.

- **RFP No. 25 (corporate structure).**

- RFP No. 25: For each year of the Relevant Time Period, Documents sufficient to show Your corporate structure, including the organization of each division,

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<sup>6</sup> We construe “go-gets” to mean targeted searches for responsive documents identified through organizational files stored in an easily accessible central location, rather than through the use of search terms.



department, unit or subdivision, parent, subsidiary, joint venture or affiliate of Your company. This request includes without limitation organizational charts, investor or debtor presentations, government filings, internal communications, and any Documents sufficient to show each Employee or executive with managerial responsibilities relating to the UFC.

We have previously explained that we have provided Plaintiffs with information regarding Zuffa's organizational structure through prior productions, *see* UFC-00087673–UFC-00087729, interrogatory responses, and information conveyed during both the *Johnson* and the *Le* litigations. Notwithstanding the foregoing and subject to and without waiver of any previously lodged objections, Zuffa will agree to produce non-privileged relevant documents that are reasonably accessible and created in the ordinary course of business sufficient to show or identify Zuffa's corporate structure and individuals with managerial responsibilities relating to the UFC in response to RFP No. 25.

- **RFP Nos. 35-36, 55-56 (agreements with other MMA promotions).**

- RFP No. 35: All Agreements (and any amendments thereto) entered into between You and any MMA Promoter relating to the acquisition of assets, equity, or other interests of any MMA Promoter, and all Documents referencing or relating to the potential or actual acquisition of assets, equity, or interests of any MMA Promoter, including, but not limited to, internal strategy documents, projections, cost-benefit analyses, cost estimates, and all Agreements or contracts (and any amendments thereto).
- RFP No. 36: Documents sufficient to identify each Person involved in approving or negotiating the terms of any Agreements or potential Agreements for the acquisition or potential acquisition of assets, or equity, or interests of any MMA Promoter.
- RFP No. 55: All Documents and Communications relating to any Agreements between You and any other MMA Promoter (past or present) relating to a Professional MMA Fighter's services, including all executed Agreements (and any amendments thereto), draft Agreements, and all Documents and Communications relating to the negotiation of such agreements, regardless of whether an Agreement was executed.
- RFP No. 56: Documents sufficient to identify each of Your Employees or agents involved in approving or negotiating the terms of any Agreements or potential Agreements with any other MMA Promoter (past or present) relating to the provision of Professional MMA Fighter services.

As an initial matter, requests seeking “documents seeking to identify” Zuffa employees are more appropriately framed as an interrogatory than as a document request. Such requests are, like RFP Nos. 54, 36, and 56, duplicative of Plaintiffs' Interrogatory No. 5.

Moreover, as Zuffa has previously outlined, these requests are vague, overbroad, and unduly burdensome insofar as they request “all documents referencing or relating to the potential or actual” acquisition of assets from any MMA promoter and “all documents relating to any agreements” with “any other MMA promoter.” Zuffa also explained that, to the extent these requests seek material relating to acquisitions that pre-date the putative class period by several years, “the *Le* discovery material that we are in the process of reproducing would be sufficient to cover these requests.” Jan. 17 Letter to Plaintiffs at 5-6. In an attempt to reach compromise with Plaintiffs on these requests, we asked that Plaintiffs identify specifically the post-July 1, 2017, acquisitions sought by these requests and to explain the relevance of any such acquisitions to the claims or defenses in this action.

In response to Zuffa’s questions, Plaintiffs clarified that “Request No. 35 seeks agreements between Zuffa and other MMA promoters, and Request No. 36 seeks documents sufficient to identify the individuals who negotiated or approved the agreements,” and that “RFP No. 55 seeks agreements between Zuffa and other MMA promoters relating to any Professional MMA Fighter’s services, and Request No. 56 seeks documents sufficient to identify the individuals negotiating or approving those agreement [*sic*].” Feb. 17 Letter at 9, 11. Plaintiffs’ response did not directly respond to Zuffa’s questions, saying only that “Zuffa acquired its largest rivals and engaged in conduct that relegated the rest to minor league status” and “Zuffa clearly has or had working relationships with several ‘feeder leagues,’ including Invicta, Alliance MMA, and others, during the relevant time period.” *Id.* at 9-10. Plaintiffs also cite an asset purchase of women’s MMA fighters from Invicta in 2013, which occurred years before the July 1, 2015, beginning of the “interim period”—a time period to which Zuffa agreed notwithstanding its objections and in the spirit of compromise, even though it stretches well beyond the period forming the basis of this action. *See* Jan. 23 Letter to Plaintiffs at 2. Please confirm that Plaintiffs are only seeking agreements with other MMA promoters post-dating July 1, 2017.

**Zuffa proposal:** In response to RFP Nos. 35 and 55, notwithstanding the foregoing and subject to and without waiver of any previously lodged objections and Plaintiffs’ responses to the two questions in the preceding paragraph, Zuffa will agree to produce non-privileged relevant documents (not duplicative of documents already produced) that are reasonably accessible and created in the ordinary course of business sufficient to show or identify all agreements with other MMA promoters since July 1, 2017. Zuffa’s interrogatory responses overlap with and will provide the information requested by RFP Nos. 36 and 56.

- **RFP Nos. 37-39, 41-42 (competitor analysis).<sup>7</sup>**

- RFP No. 37: Documents sufficient to Identify each Person or entity You consider to be, or considered to have been, an actual or potential competitor of the UFC for (a) the purchase of MMA Fighter services, and/or (b) the promotion of live Professional MMA Events in the United States or abroad.

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<sup>7</sup> Regarding RFP No. 40, subject to agreement on a reasonable and proportionate set of search terms and custodians, and notwithstanding its previously lodged objections, Zuffa agrees to conduct a custodial document review for non-privileged documents relating to Zuffa’s determination of compensation for fighters in the putative *Johnson* class.

- RFP No. 38: Documents or data sufficient to calculate the actual or potential market share held by the UFC and each of the UFC's actual or potential competitors (as Identified in Request No. 37) in terms of total revenue by region (US, North America, South America, Europe, Asia, and any others) derived from the promotion of live Professional MMA Bouts and all other income sources, including without limitation merchandising, licensing, sponsorships, advertising, video games, and other income sources based on the use of Professional MMA Fighters' Identities.
- RFP No. 39: Documents or data sufficient to Identify the actual and/or estimated share of Professional MMA Fighters' services, by both dollar amount and number of fighters, for the purchase of the services of Professional MMA Fighters by the UFC and each of Your actual or potential competitors identified in your response to Request No. 37 by region (US, North America, South America, Europe, Asia, and any others).
- RFP No. 41: All Documents and data referencing or relating to the determination of Professional MMA Fighter compensation by any of the UFC's actual and potential competitors (identified in your response to Request No. 30, above) in the promotion of live Professional MMA Events and all other income sources, including without limitation merchandising, licensing, sponsorships, advertising, video games, and other income sources based on the use of Professional MMA Fighters' Identities.
- RFP No. 42: All Documents analyzing, discussing, or relating to the competitive strengths or weaknesses of actual or potential competitors (identified in your response to Request No. 37 or otherwise, above) in the promotion of live Professional MMA Events and/or in the purchase of the services of Professional MMA Fighters.

As Zuffa previously explained, although these requests are extremely broad and unworkably vague in many respects,<sup>8</sup> we expect to produce documents sufficient to identify Zuffa's competitors, as maintained in the ordinary course of business, subject to our previously lodged objections and requested clarification on the nature of the information sought. Plaintiffs have since clarified that the requests "seek information about the MMA promoters that Zuffa considers to be competitors to the UFC, including their identity (Request No. 37), their market share output market for live MMA events (Request No. 38) and the input market for Professional MMA Fighters' services (Request No. 39), the determination of compensation from all sources for their Professional MMA Fighters (Request No. 41), and their relative strengths and weaknesses in the output and input markets (Request No. 42)." Feb. 17 Letter at 10. We appreciate this information, though reiterate that the requests contain inherently vague and speculative terms (such as "consider to be, or considered to have been, an actual or potential competitor").

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<sup>8</sup> Zuffa reiterates its objection and request for clarification or narrowing of the terms "consider to be," "considered to have been," "actual or potential competitor," "actual or potential market share," and "competitive strengths or weaknesses" that Plaintiffs repeatedly use, but have not adequately clarified, in these requests.

**Zuffa proposal:** In response to RFP Nos. 37-39 and 41-42, and subject to and without waiver of any previously lodged objections, Zuffa will agree to produce non-privileged relevant documents (not duplicative of documents already produced) that are reasonably accessible and created in the ordinary course of business sufficient to show or identify entities that Zuffa considers to be competitors, including Zuffa's understanding of those competitors' market share, compensation determinations, and relative strengths and weaknesses.

- **RFP Nos. 43-44, 57-60 (documents relating to sponsors, advertisers, venues and broadcasters).**
  - RFP No. 43: All Documents referencing or relating to communications and/or negotiations with any sponsors or advertisers in connection with Endeavor's acquisition of Zuffa.
  - RFP No. 44: All Documents and Communications referencing or relating to any Agreements entered into by You relating to Venues for Professional MMA Events, including all Agreements, all draft Agreements, and all Documents and Communications relating to negotiation of such Agreements or draft Agreements.
  - RFP No. 57: All Documents and Communications constituting or relating to Agreements between You and any broadcaster of professional MMA events (including PPV and non-PPV Professional MMA Events), including without limitation all executed Agreements (and any amendments thereto), draft Agreements, and all Documents and Communications relating to the negotiation of such Agreements, Documents and Communications analyzing the terms of any actual or potential such Agreement, regardless of whether an Agreement was executed.
  - RFP No. 58: Documents sufficient to identify each of Your Employees and agents involved in approving or negotiating the terms of any Agreements or potential Agreements with any broadcaster of professional MMA events (including PPV).
  - RFP No. 59: All Documents and Communications relating to Agreements between You and any sponsors of the UFC or of the Professional MMA Fighters under contract with the UFC, including without limitation all executed Agreements (and any amendments thereto), draft Agreements, and all Documents and Communications relating to the negotiation of such Agreements, regardless of whether an Agreement was executed.
  - RFP No. 60: Documents sufficient to identify each of Your Employees and/or agents involved in approving or negotiating the terms of any Agreements or potential Agreements with any sponsors of the UFC or the Professional MMA Fighters under contract with the UFC.

Zuffa objected to these requests because they requested "all" documents relating to a vast swath of Zuffa's business, including, for example, every document and communication relating to

Zuffa's logistical communications that reference any agreement between Zuffa and venues, broadcasters, sponsors and advertisers. Clearly, these requests are overbroad as they would sweep in documents completely irrelevant to Plaintiffs' allegations that Zuffa's contracts with these third parties have an anticompetitive effect on its competitors. As also previously noted by Zuffa, these RFPs seek highly sensitive commercial contracts that implicate third-party confidentiality obligations, substantially increasing the disproportionate burden of reviewing and producing such documents. Moreover, the vast majority of these agreements are largely or completely unrelated to fighter pay or competition in the putative input or output markets, which significantly undermines Plaintiffs' claims of relevance.

**Zuffa proposal:** In response to RFP Nos. 43-44 and 57-60, notwithstanding the foregoing and subject to and without waiver of any previously lodged objections and Plaintiffs' responses to the two questions in the preceding paragraph, Zuffa will agree to produce non-privileged relevant documents (not duplicative of documents already produced) that are reasonably accessible and created in the ordinary course of business reflecting Zuffa's executed contracts with broadcast, venue, and advertising sponsorship partners since July 1, 2017.

- **RFP No. 54 (identification of employees).**

- RFP No. 54: Documents sufficient to identify each of Your Employees or agents involved in approving or negotiating the terms of each of Your Agreements with any Professional MMA Fighters.

Zuffa previously explained that the nature of this request is more appropriately framed as an interrogatory than as a document request and is duplicative of Plaintiffs' Interrogatory Nos. 5 and 6. Plaintiffs responded that, "[d]epending on the answers provided in Zuffa's responses and objections to our interrogatories, Plaintiffs may be willing to revisit this Request." Feb. 17 Letter at 11. As our previous letter explained, Zuffa has agreed to Plaintiffs' request that we extend the time period covered by our forthcoming responses to Interrogatory Nos. 5 and 6 to include the "interim period." Please confirm that those forthcoming responses will satisfy the information sought by RFP No. 54.

- **RFP Nos. 62-63 (documents relating to antitrust lawsuits and defenses).**

- RFP No. 62: All communications between you and anyone else referencing or relating to this lawsuit or *Le, et al. v. Zuffa, LLC*, 2:21-cv-1189-RFB-BNW (D. Nev.), or any of the named plaintiffs in either of those cases, exclusive of any communications protected by the Attorney/Client Privilege.
- RFP No. 63: All Documents referencing or relating to indemnification or defense (corporate or individual), judgment sharing, joint defense, liability or responsibility for judgment in this action, for You and any of your officers, including by way of example not limitation, indemnity Agreements, joint defense Agreements, judgment sharing Agreements, tenders of defense, denials or reservations of rights.

Zuffa previously objected to these requests on the basis that they request "all communications" relating to either *Le* or *Johnson*, not limited to the Named Plaintiffs or claims

and defenses at issue. We also objected that the topics implicated by these requests are highly likely to constitute Zuffa's non-discoverable privileged communications and attorney work product, making the burden involved in identifying any non-privileged documents and communications relating to these topics disproportionate to the needs of the case.

In response to our request that Plaintiffs clarify the types of documents sought by RFP No. 62 and potential narrowing that would make RFP No. 62 reasonable and proportionate to the needs of the case, Plaintiffs responded that RFP No. 62 requests "external communications referencing this lawsuit or the *Le* case" and that "Plaintiffs are willing to meet and confer to consider ways to narrow the request to limit the burden of privilege review." Based on the foregoing, and subject to and without waiver of any previously lodged objection, Zuffa will agree to produce non-privileged relevant documents (not duplicative of documents already produced) that are reasonably accessible and sufficient to reflect Zuffa's discussions regarding the lawsuits with individuals not associated with any Defendant or their legal counsel.

In response to the same request to Plaintiffs regarding RFP No. 63, Plaintiffs indicated that its request "seeks all indemnification, joint defense, judgment sharing, agreements that could come into use in this litigation" and that "such agreements may affect the course of settlement negotiations, and are therefore discoverable." Feb. 17 Letter at 12. Plaintiffs' response fails to address Zuffa's privilege or burden concerns, or to substantiate with any legal authority Plaintiffs' conclusory assertion that "agreements [that] may affect the course of settlement negotiations" are categorically discoverable. Please do so promptly so that Zuffa may evaluate how, if at all, it wishes to augment its existing response to RFP No. 62.

- **RFP Nos. 64-68 (social media and website materials).**

- RFP No. 64: All Documents referencing or relating to any websites operated by You or on Your behalf, including Documents sufficient to show who had responsibility for creating, maintaining, and adding or deleting content (including any private messaging) to or from such websites.
- RFP No. 65: Documents sufficient to identify each Person responsible for any Social Media account operated by or on behalf of Zuffa, including documents sufficient to show who had responsibility for creating, maintaining, and adding or deleting content (including any private messaging) to or from such Social Media accounts.
- RFP No. 66: All contracts or Agreements between the UFC and any Social Media organization.
- RFP No. 67: All Documents and Communications relating to any content posted to any website or Social Media relating to UFC Professional MMA Bouts, including pre-bout promotional content and post-bout content.
- RFP No. 68: All Documents, including any content posted to any website or Social Media, referencing or relating to the Professional MMA Fighters under contract with the UFC.



Zuffa has explained that these extraordinarily broad requests demand, among other things, “all” documents relating to “any” websites operated by Zuffa or on its behalf, regardless of any nexus between any such website and this case, as well as all content posted to any website or social media relating to UFC bouts. In response, Plaintiffs stated that “RFP Nos. 64 [*sic*] seeks documents relating to Zuffa’s operation of websites” and that Plaintiffs “are willing to meet and confer regarding the request.” Feb. 17 Letter at 12. As to RFP Nos. 65-68, Plaintiffs simply restated the text of the requests and then conclusorily refused to narrow them, on the basis that the requests are relevant to show “how Zuffa controls its own public image, as well as the public’s perception of UFC fighters, other MMA promoters, other MMA promoters’ fighters, and how it affects the public’s perception of this litigation.” *Id.*

Nothing in Plaintiffs’ responses on these RFPs explains how website operations or “the public’s perception of this litigation” bear relation to the claims and defenses in this action. Plaintiffs’ responses also fail to confront, let alone rebut, Zuffa’s objection that the burden of collecting and reviewing years of website and social media content (on any and all topics) is extreme and disproportionate, particularly in view of the amount of such data that is already publicly available.

**Zuffa proposal:** In response to RFP Nos. 64-68, notwithstanding the foregoing and subject to and without waiver of any previously lodged objection, Zuffa will agree to produce non-privileged relevant documents that are reasonably accessible and maintained in the ordinary course of business that are sufficient to show Zuffa’s operation of its websites and social-media accounts as they relate to putative *Johnson* class members.

- **RFP No. 70 (board materials).**

- RFP No. 70: All Documents and Communications relating to meetings or the business of Your Board of Directors, including without limitation all agendas, minutes, presentations, Agreements, and resolutions created by or for the Board of Directors, including all Documents and Communications directed to and presented by management or outside professionals, which address capital raises, business combinations, dividends and any other executive compensation matters

Zuffa previously explained that RFP No. 70’s demand of “all” documents relating to Zuffa’s Board of Directors that address various topics that have no apparent nexus to the claims and defenses of this case and would be disproportionately burdensome to the collect and produce. Plaintiffs’ response—that Board materials “are likely to contain relevant information about Zuffa’s profits; compensation for its fighters as well as its executives, board members, and beneficial owners; media policies and agreements, UFC uniform policies; sponsorship agreements and policies; short-term and long-range planning; acquisitions of other MMA promoters or of other related entities that could affect Zuffa’s control of the market (for example media outlets); and other information,” Feb. 17 Letter at 12—fails to refute Zuffa’s justifiable proportionality and burden concerns, especially considering the litany of other requests that will provide relevant documents, if any, on those stated topics. Plaintiffs have stated that RFP No. 70 seeks “go-get documents stored in an easily accessible central location,” but still have not clarified the vague

phrase “directed to and presented by management and outside professionals,” making it difficult for Zuffa to ascertain the scope of the burden implicated by this request.

**Zuffa proposal:** In response to RFP No. 70, notwithstanding the foregoing and subject to and without waiver of any previously lodged objections, Zuffa will agree to produce non-privileged relevant documents that are reasonably accessible and maintained in the ordinary course of business sufficient to show Zuffa Board of Director agendas, minutes, presentations agreements or resolutions for the Relevant Period.

#### V. Plaintiffs’ Question Regarding TKO

At the end of our meet-and-confer on March 31, Plaintiffs’ counsel stated that, notwithstanding the separate set of requests made to Defendant TKO, Plaintiffs had been considering Zuffa and TKO as one and the same entity. Plaintiffs further noted that Zuffa’s 15 proposed custodians include individuals who hold or have held roles both in Zuffa and in TKO. Our understanding is that Plaintiffs asked Zuffa to consider whether it would agree that Zuffa’s custodians and associated discovery responses also covered any relevant custodians or discovery responses from TKO.

Zuffa continues to consider Plaintiffs’ request and will aim to provide its position to Plaintiffs in writing in the next week.

#### VI. Scheduling Order Adjustment

Given the aforementioned delays, the motion practice regarding non-party Endeavor and jurisdictional discovery resulting therefrom, and Defendants’ motion to deny class certification, *see* ECF No. 179, we believe all parties would benefit from discussing an adjustment to the operative scheduling order. Please let us know your position and whether it would be helpful to set up another meet-and-confer to discuss any necessary changes to the schedule in this case. Zuffa would be willing to send a written proposal on a proposed scheduling adjustment in advance of that meet-and-confer.

\* \* \*

Please let us know your availability to meet and confer on this issues discussed in this letter. Zuffa reserves all rights.

Sincerely,

/s/Jessica E. Phillips  
Jessica E. Phillips

cc: Counsel of Record (by Email)

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**Appendix A – UFC *Johnson* Legal Hold Recipients**

- Paul Asencio
- David Avery
- Denitza Batchvarova
- Tim Bellamy
- Nakisa Bidarian
- Tracey Bleczinski
- Craig Borsari
- Dylan Budd
- Hunter Campbell
- Mark Cowan
- Buffey Curtis
- Wyatt Dillion
- Candace Dochtermann
- Peter Dropick
- Nichole Durand
- Lawrence Ike Epstein
- Andrea Fabrizio
- Eduardo Galetti
- Krista Hall
- Reed Harris
- Shane Kapral
- Frank Lamicella
- Tracy Long
- Donna Marcolini
- Mick Maynard
- Riché McKnight
- Kim McPheron-Kreitter
- Mike Mossholder
- Heidi Noland
- Jeff Novitzky
- Jaime Pollack
- Marc Ratner
- Travis Santypal
- Andrew Schleimer
- David Shaw
- Sean Shelby
- Dana White

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**Appendix B: Syntax Errors in Plaintiffs' 3/30/2025 Proposed Search Strings**

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Plaintiff Original March 30, 2025 Terms	Zuffa E-Discovery Vendor Comments and Clarifications Requested
"Civil Investigative Demand" OR CID OR DOJ OR FTC OR "Federal Trade Commission" OR (department w/3 justice) OR "Attorney General" OR "AG" OR "Request for Production" OR subpoena OR "senate.gov" OR house.gov OR "SOS" OR "secretary of state" OR Makan OR Delrahim	Term 1 - an uneven number of quotation marks - 5 exist - this will invalidate the results and must be fixed before formatting is attempted again.
(Hart w/2 Scott w/2 Rodino) OR HSR OR premerger OR "15 U.S.C. § 18a" OR "Public Law 94-435" OR "Pub. L. No. 94-435"	Term 2 - is potentially ambiguous
<p>((promotion* OR ancillary OR merchan* OR bout OR video OR sponsor* OR fighter OR athlete OR letter) w/15 (rights OR contract OR agreement OR deal)) OR ((letter OR memo*) w/3 understanding) OR ((exten* OR toll*) w/10 (notice OR agreement OR contract)) OR ((talent OR athlete* OR fighter*) w/5 (comp* OR earn* OR pay*)) OR "right to match" OR (match w/10 comp*) OR "side letter" OR Soares OR Mick OR Maynard OR Vadim OR Finkelstein OR Finkelchtein OR Fedor OR Emelianenko OR Atencio OR Hess OR Bassiri OR Pavelich OR Lex OR McMahon OR Knapp OR Trebilcock OR Thoele OR Abdel OR Aziz OR Romie OR Aram OR arum OR Rico OR Chiaperelli OR Ibarra OR Zinkin OR Dominance OR Narwan OR Ghiasi OR Monte OR Cox OR Clark OR Roveta OR Hirata OR Butler OR Hamper OR Genet OR Stansell OR Lagufuania OR Audie OR Attar OR Bittner OR Echteld OR Joost OR Raimond OR Kogan OR Robinson OR Malki OR Kawa OR (First Round Entertainment) OR Fosco OR Pavia OR (MMA Agents) OR (MMA w/2 Inc*) OR Guedes OR Kholinsky OR Davis OR "Martin Advisory Group" OR "American Top Team" OR Lambert OR Rodolphe OR Beaulieu OR Spira OR "Fight Tribe" OR Darin OR Harvey OR Montie OR Cox OR Monty OR "William Morris" OR "Wm" OR WMA OR Ari OR Emmanuel OR Slater OR Cook OR House OR Harvick OR KHI OR Harriman OR Prajin OR Meyer OR Quest OR "Team Quest" OR Follis OR Xtreme OR</p>	<p>Term 3 - contains 1311 characters.  Term 3 - contains problem wildcard(s): pay*, Inc*  Term 3 - ending (OR) identified.  Term 3 - may contain extra parentheses</p>
<p>OR (professional w/2 (sports OR football OR boxing OR mma OR baseball OR hockey OR tennis)) OR NFL OR NHL OR MLB OR "Canadian football league" OR "arena league" OR CFL OR *fuck* OR kill* OR "grim reaper" OR dogfight* OR "world fucking domination" OR (reshap* w/10 sport*) OR "scorched earth" OR noncompet* OR "non-compete" OR "co-promote" OR "co-promoted" OR "co-promotion" OR "minor league" OR "Triple-A" OR "shit loads of money" OR shithole OR (fight* w/2 (union* OR assoc*)) OR monopoly OR monopsony OR antitrust OR Sherman OR dominat* OR (market w/10 (power OR mma)) OR (class w/2 action) OR ((injury OR medical) w/2 suspension) OR exclusiv* OR (contract w/2 negotiat*) OR (champion* w/2 clause) OR (Match* w/2 clause) OR (right w/2 match) OR (identity w/2 right*) OR ((sponsor* OR venue OR arena OR merch*) w/5 (agreement OR contract OR deal OR revenue OR income OR license)) OR counterprogramming OR "counter-programming" OR Resha OR "professional options" OR (main w/2 compet*) OR (side w/2 letter) OR mmafa OR ((analy* OR Promot*) w/5 (agreement OR contract OR negotiate* OR merge* OR acquire* OR acquisition*)) OR "O'Bannon" OR Keller OR NCAA OR valuation OR "Project Gulfstream" OR ((barrier* OR obstacle*) w/3 entr*) OR (recogniz* w/5 (brand and MMA)) OR (compet* w/5 (org* OR promot* OR league)) OR ((long w/2 term) w/5 (contract* OR agreement* OR deal*)) OR (retain w/10 (champ* OR fighter OR athlete OR talent)) OR (control w/5 (fighter* OR athlete OR talent OR content)) OR video OR ice OR icing OR bench* OR (regional w/2 promotion) OR clip* OR culinary OR workers OR CWU OR "local 226" OR (license w/2 Zuffa) OR "Sponsorship Request Form" OR Flash OR "Abu Dhabi" OR LMFAO OR deutsche OR goldman OR (JPMorgan) OR (JP Morgan) OR (J.P. Morgan) OR "@stationcasinos.com" OR "@gs.com" OR "@db.com" OR "high barriers" OR competitor* OR blackstreet OR moody* OR (standard w/2 poor) OR "S&amp;P" OR Gahan OR termin* OR (unif* w/2 rule*) OR "The Ultimate Fighter" OR "TUF" OR "joint venture" OR "asset value" OR "synergy effect" OR "UFC Bank Book" OR maxmorco@sbcglobal.net OR</p>	<p>Term 4 - contains 2035 characters.  Term 4 - contains problem wildcard(s): *fuck, org*  Term 4 - beginning (OR) identified.  Term 4 - ending (OR) identified.  Term 4 - is missing '('.  Term 4 - is unbalanced at ill* OR "grim reaper"  Term 4 - may contain extra parentheses</p>

Plaintiff Original March 30, 2025 Terms	Zuffa E-Discovery Vendor Comments and Clarifications Requested
<p>OR Anderson OR Silva OR Conor OR McGregor OR “St. Pierre” OR GSP OR (Jon w/3 Jones) OR Vitor OR Belfort OR Diaz OR Weidman OR Overeem OR Rua OR Bisping OR Hunt OR Machida OR Aldo OR Cormier OR Velasquez OR (Rashad w/3 Evans) OR Holly OR Holm OR Lawler OR Hendricks OR Jedrzejczyk OR “Dos Santos” OR Edgar OR Tyro Woodley OR Cerrone OR Alvarez OR (Demetrious w/3 Johnson) OR Faber OR Condit OR Miesha OR Tate OR Cruz OR Stipe OR Miocic OR Gustafsson OR Fabricio OR Werdum OR Maia OR “Dos Anjos” OR Nunes OR Dillashaw OR (Jim w/3 Miller) OR Holloway OR (Travis w/3 Browne) OR Teixeira OR Rockhold OR Penn OR Arlovski OR Pettis OR Mendes OR Ellenberger OR Pearson OR Barboza OR Poirier OR Souza OR Melendez OR “St. Preux” OR Lauzon OR Boetsch OR Barao OR Benavidez OR Thompson OR Masvidal OR Sanchez OR Justino OR Swanson OR Brown OR Lombard OR Oliveira OR Ferguson OR Tibau OR Stephens OR Magny OR Lewis OR Guida OR Pyle OR Struve OR Silva OR Caceres OR Brooks OR Marquardt OR Alcantara OR (Michael w/3 Johnson) OR Bermudez OR Elkins OR Nogueira OR Rothwell OR Lentz OR Nelson OR Means OR Lamas OR Lineker OR Brunson OR Maynard OR Gastelum OR Natal OR Whittaker OR Dunham OR Trinaldo OR Gomi OR Dodson OR Alves OR Correia OR Romero OR (Ed w/3 Herman) OR Assuncao OR (Kevin w/3 Lee) OR Leites OR Chiesa OR Villante OR Pena OR (Jamahal w/3 Hill) OR Andrade OR Wineland OR Yahya OR Dariush OR Dollaway OR Makdessi OR Moraga OR Medeiros OR Ferreira OR Moraes OR (Uriah w/3 Hall) OR Manuwa OR Alvey OR Tavares OR Santos OR Rodriguez OR Okami OR Smolka OR Prochazka OR Trujillo OR Jouban OR Mcmann OR Burkman OR Mcgee OR Carmouche OR (Alexis w/3 Davis) OR Pavlovich OR Castro OR (Chan w/3 (Sung OR Jung)) OR Namajunas OR Vanzant OR “De Randamie” OR Khabilov OR Oliveira OR (Tim w/3 Elliott) OR Almeida OR Iaquinta OR Garbrandt OR Anderson OR Felder OR Reis OR Aspinall OR Skelly OR Northcutt OR (Myles w/3 Jury) OR Arantes OR Ortiz OR Pettis OR Nurmagomedov OR Zingano OR Smith OR Pennington OR Krylov OR Akhmedov OR Wiman OR Vick OR Koch OR “Du Plessis” OR Gadelha OR Cummins OR Formiga OR Covington OR Prazeres OR Gamrot OR Topuria OR Soto OR Caraway OR Ponzinibbio OR Jotko OR Mein OR Latifi OR (Daniel w/3 Kelly) OR Moraes OR Knight OR Cummings OR Taisumov OR Gagnon OR Krause OR Munhoz OR Omielanczuk OR (Antonio w/3 Carlos) OR Burgos OR Esparza OR Borg OR (Bobby w/3 Green) OR Martins OR Hooker OR Cejudo OR Scoggins OR Sasaki OR Smith OR Matthews OR Sterling OR Dober OR (Jingliang w/3 Li) OR (Hyun w/3 (Gyu OR Lim)) OR Ngannou OR Strickland OR Edwards OR Garcia OR Laflare OR (Doo w/3 (Ho OR Choi)) OR Fili OR Ivanov OR Hamilton OR Duffy OR Penne OR Bektic OR Sanchez OR “Aubin-Mercier” OR Santos OR Alves OR Neal OR “Kara-France” OR Kowalkiewicz OR Saunders OR (Steven w/3 Ray) OR (Gilbert w/3 Burns) OR Casey OR Luque OR Tuck OR Doane OR Benoit OR Barroso OR Gillespie OR Pineda OR (Jessica w/3 Eye) OR (David w/3 Branch) OR Taleb OR Vieira OR Laprise OR Barberena OR Tybura OR (Anthony w/3 Martin) OR (Mayra w/3 (Bueno OR Silva)) OR Rosa OR Theodorou OR Miranda OR</p>	<p>Term 5 - contains 3048 charactersl. Term 5 - contains (W/3C) you may want to check. Term 5 - contains (W/3D) you may want to check. Term 5 - contains (W/3K) you may want to check. Term 5 - beginning (OR) identified. Term 5 - ending (OR) identified. Term 5 - may contain extra parentheses</p>
<p>OR (Walt w/3 Harris) OR Seery OR Fiziev OR Eduardo OR “De Lima” OR Chikadze OR Reneau OR (Marco w/3 (Polo OR Reyes)) OR Breese OR Saenz OR (Bradley w/3 Scott) OR Pichel OR Bahadurzada OR (Ben w/3 Nguyen) OR (Alejandro w/3 Perez) OR Lobov OR Ishihara OR Blachowicz OR Markos OR Vera OR Barzola OR (Hacran w/3 Dias) OR (Joaquim w/3 Silva) OR Herrig OR Ferreira OR Usman OR Oleynik OR Rakhmonov OR (Chris w/3 Wade) OR Shevchenko OR Cirkunov OR Yakovlev OR (Mitch w/3 Clarke) OR (Anthony w/3 Smith) OR (Keita w/3 Nakamura) OR (Will w/3 Brooks) OR Sobotta OR Moroz OR “Evans-Smith” OR (Tatiana w/3 Suarez) OR Barcelos OR (Tim w/3 Johnson) OR (Kailin w/3 Curran) OR Cannonier OR (Alex w/3 Perez) OR Dolidze OR Spicely OR “Da Silva” OR Wood OR Tukhugov OR Collier OR Evloev OR Lins OR Hein OR Pennington OR Marshman OR (Jimmie w/3 Rivera) OR (Alex w/3 White) OR Quinonez OR Rawlings OR Santos OR (George w/3 Sullivan) OR (Jun w/3 (Yong OR Park)) OR (Todd w/3 Duffee) OR (Alan w/3 Patrick) OR (Mike w/3 Perry) OR (Randy w/3 Brown) OR Vannata OR Holtzman OR Quarantillo OR Rakic OR (Brian w/3 Ortega) OR Cannetti OR Hirota OR Saggo OR (Nina w/3 Nunes) OR Maverick OR Lima OR Daukaus OR Beltran OR (Rob w/3 Font) OR Benitez OR Askren OR Teymur OR Salikhov OR “Waterson-Gomez” OR (Sijara w/3 Eubanks) OR Velickovic OR (Dong w/3 (Hyun OR Ma)) OR Dalby OR (Belal w/3 Muhammad) OR Amirkhani OR Landwehr OR Nicolau OR (Ryan w/3 Hall) OR (Luke w/3 Sanders) OR Hadzovic OR Moreno OR Viana OR Stasiak OR Cutelaba OR Ottow OR Nurmagomedov OR (Ji w/3 (Yeon OR Kim)) OR (Kyung w/3 (Ho OR Kang)) OR (Kajan w/3 Johnson) OR (Jack w/3 Shore) OR (Angela w/3 Hill) OR (Damien w/3 Brown) OR Puellas OR Cachoeira OR (Kyler w/3 Phillips) OR Sakai OR Abdurakhimov OR (Lauren w/3 Murphy) OR Lapilus OR Boser OR (Claudio w/3 Silva) OR Magomedsharipov OR (Cody w/3 Gibson) OR (Sean w/3 Brady) OR Hernandez OR Birchak OR (Chase w/3 Hooper) OR Makhachev OR Kish OR Bamgbose OR Ledet OR (Montel w/3 Jackson) OR (Andrew w/3 Holbrook) OR Yanez OR “De Oliveira” OR Mustafae OR Prachnio OR Diakiese OR Vieira OR Crute OR Camacho OR Rosa OR (Alex w/3 Chambers) OR (Andre w/3 Muniz) OR Mina OR (Arnold w/3 Allen) OR Gall OR Jandiroba OR Brundage OR Imavov OR Shevchenko OR (Darren w/3 Till) OR Romanov OR (Matthew w/3 Lopez) OR (Jessica w/3 Aguilar) OR (Enrique w/3 Briones) OR Chagas OR Blaydes OR Zahabi OR (Taila w/3 Santos) OR Tafa OR Semelsberger OR Moras OR (Patrick w/3 Williams) OR (Casey w/3 Kenney) OR (Karl w/3 Roberson) OR (Frankie w/3 Perez) OR Antigulov OR “Dos Santos” OR Lima OR Gruetzemacher OR Packalen OR “De Andrade” OR (Chase w/3 Sherman) OR Gouti OR (Brad w/3 Riddell) OR (Felicia w/3 Spencer) OR Fabinski OR (Miles w/3 Johns) OR (Brett w/3 Johns) OR (Ode w/3 Osbourne) OR (Megan w/3 Anderson) OR (Phil w/3 Hawes) OR (Kalinn w/3 Williams) OR Ronson OR (Kenan w/3 Song) OR Morono OR (Hector w/3 Sandoval) OR Suphisara OR (Albert w/3 Morales) OR (Marcin w/3 Held) OR (Julian w/3 Marquez) OR Bochniak OR (Danielle w/3 Taylor) OR (Seung w/3 (Woo OR Choi)) OR (Josh w/3 Emmett) OR (Tyson w/3 Nam) OR Jung OR Kopylov OR Carneiro OR (Steven w/3 Peterson) OR Gracie OR</p>	<p>Term 6 - contains 3126 characters. Term 6 - beginning (OR) identified. Term 6 - ending (OR) identified.</p>



Plaintiff Original March 30, 2025 Terms	Zuffa E-Discovery Vendor Comments and Clarifications Requested
<p>OR (Mark w/3 O). Madsen OR (Veronica w/3 Hardy) OR (Gavin w/3 Tucker) OR Asker OR (Desmond w/3 Green) OR ("Jessica-Rose" w/3 Clark) OR Rountree OR Hermansson OR (Jeremy w/3 Kimball) OR Cerminara OR (Jonathan w/3 Pearce) OR (Devin w/3 Clark) OR Rivas OR Emeev OR (Jonathan w/3 Wilson) OR (Joby w/3 Sanchez) OR Gravely OR (Kyle w/3 Nelson) OR Vettori OR (Luis w/3 Pena) OR (Lerone w/3 Murphy) OR (Roosevelt w/3 Roberts) OR (Jordan w/3 Leavitt) OR (Danny w/3 Roberts) OR (Andre w/3 Ewell) OR Meerschaert OR Costa OR (Tyson w/3 Pedro) OR Muradov OR Pickett OR Heinisch OR "Di Chirico" OR Baeza OR Trizano OR (Vince w/3 Morales) OR (Davey w/3 Grant) OR Ismagulov OR Soriano OR (Ludovit w/3 Klein) OR (Dwight w/3 Grant) OR (Ricky w/3 Glenn) OR ("T.J." w/3 Brown) OR (Lyman w/3 Good) OR (Parker w/3 Porter) OR Soriano OR Godbeer OR Soukhamthath OR (Luana w/3 Carolina) OR Giagos OR Alhassan OR (Paul w/3 Craig) OR (Davi w/3 Ramos) OR (Jordan w/3 Wright) OR Mazany OR Stoliarenko OR (William w/3 Knight) OR Solecki OR (Maurice w/3 Greene) OR Danaa OR Daukaus OR Todorovic OR Maness OR Parisian OR Aldana OR (Austin w/3 Hubbard) OR (Don'tale w/3 Mayes) OR (Damon w/3 Jackson) OR Mudaerji OR (Sam w/3 Hughes) OR Zalal OR Ziam OR (Jeremy w/3 Kennedy) OR (Mike w/3 Rodriguez) OR Volkov OR Horcher OR Katona OR (Jinh w/3 Frey) OR (Bruno w/3 Silva ) OR (Jason w/3 Gonzalez) OR Egger OR Pereira OR Woodson OR Alatang OR Lansberg OR Grishin OR (Niko w/3 Price) OR (Rodrigo w/3 Nascimento) OR Oezdemir OR Holobaugh OR Bukauskas OR Safarov OR Ayari OR (Ryan w/3 Janes) OR Paiva OR (Devonte w/3 Smith) OR Albazi OR Milstead OR (Alvaro w/3 Herrera) OR (Trevin w/3 Jones) OR (Tracy w/3 Cortez) OR Lausa OR Calvillo OR (Martin w/3 Bravo) OR Malkoun OR (Jai w/3 Herbert) OR (Steve w/3 Garcia) OR Anzai OR (Rashad w/3 Coulter) OR (John w/3 Castaneda) OR Aliev OR Botelho OR Vulkanovski OR Zhumagulov OR (Joel w/3 Alvarez) OR Emmers OR Lungiambula OR Grabowski OR (John w/3 Phillips) OR (Devin w/3 Powell) OR Moyle OR (Markus w/3 Perez) OR Fortuna OR Staropoli OR Grasso OR "De La Rocha" OR Borella OR Mazo OR Culibao OR (Shane w/3 Young) OR (Jason w/3 Witt) OR Cifers OR (Eric w/3 Shelton) OR Zawada OR Sato OR Belbita OR (Omar w/3 Morales) OR (Julia w/3 Avila) OR Negumereanu OR Colombo OR (Aaron w/3 Phillips) OR Neto OR Erosa OR (Yanan w/3 Wu) OR (Max w/3 Griffin) OR Dvorak OR Pudilova OR (Mike w/3 Davis) OR (Darren w/3 Stewart) OR ("J.J." w/3 Aldrich) OR Duquesnoy OR (Randy w/3 Costa) OR Whitmire OR Mihajlovic OR Magana OR Danho OR (Dominick w/3 Reyes) OR (Johnny w/3 Munoz) OR (Mark w/5 "De La Rosa") OR Rinaldi OR (Malcolm w/3 Gordon) OR Stoltzfus OR Smoliakov OR (Jordan w/3 Johnson) OR Bontorin OR (Brian w/3 Kelleher) OR (Livinha w/3 Souza) OR Millender OR Agapova OR (Matt w/3 Schnell) OR Ulanbekov OR (Jordan w/3 Griffin) OR Azaitar OR Taha OR (Justin w/3 Willis) OR (Jared w/3 Gooden) OR (Shana w/3 Dobson) OR (Emil w/3 Meek) OR (Dustin w/3 Jacoby) OR (Deron w/3 Winn) OR Pitolo OR Dy OR Saki OR Albu OR Jumeau OR (Khama w/3 Worthy) OR (Kevin w/3 Aguilar) OR Nchukwi OR (Cory w/3 McKenna) OR (Herbert w/3 Burns) OR Colares OR Spitz OR Nurmagomedov OR Piechota OR Minner OR (Mike w/3 Jackson) OR</p>	<p>Term 7 - contains 3173 characters. Term 7 - beginning (OR) identified. Term 7 - ending (OR) identified.</p>
<p>OR Jaynes OR Lingo OR Bibulatov OR Villanueva OR Bermudez OR (Tristan w/3 Connolly) OR (Jordan w/3 Espinosa) OR Askarov OR (Journey w/3 Newson) OR (Nicco w/3 Montano) OR (Carlos w/3 Felipe) OR (Mallory w/3 Martin) OR (Gabriel w/3 Green) OR (Jimmy w/3 Flick) OR (Felipe w/3 Silva) OR Evinger OR Albini OR Goldy OR Narimani OR Kunchenko OR (Danny w/3 Henry) OR Brahimaj OR Moraes OR Homasi OR (Tony w/3 Kelley) OR Lazzez OR Espino OR (Kay w/3 Hansen) OR Azure OR Camozzi OR Vendramini OR Valiev OR Esquibel OR Kutateladze OR Wieczorek OR Ili OR (Naoki w/3 Inoue) OR Adashev OR Croom OR Pantoja OR Figueiredo OR Klose OR (Ricardo w/3 Ramos) OR "De Castro" OR Bandenay OR (Bobby w/3 Nash) OR (Antonio w/3 Arroyo) OR (Mizuki w/3 Inoue) OR (Pearl w/3 Gonzalez) OR Enkamp OR Grundy OR Teymur OR (Charlie w/3 Ward) OR (Michel w/3 Quinones) OR "De Freitas" OR (Jared w/3 Gordon) OR (Danilo w/3 Marques) OR Bhullar OR Mokhtarian OR "De Tomas" OR Naurdiev OR Carnelessi OR Rencountre OR Amedovski OR Jeon OR Yoder OR (Rhys w/3 Mckee) OR (Jarred w/3 Brooks) OR (Klidson w/3 Abreu) OR Liu OR Khandozhko OR Gamzatov OR Kasanganay OR (Danny w/3 Chavez) OR Palatnikov OR (Austin w/3 Arnett) OR (Benito w/3 Lopez) OR (Christian w/3 Aguilera) OR (Gustavo w/3 Lopez) OR Modafferi OR Granger OR (Shanna w/3 Young) OR Michailidis OR Coelho OR (Bevon w/3 Lewis) OR Ibragimov OR Pessoa OR (Joseph w/3 Morales) OR Camur OR Ostovich OR Vargas OR (Bobby w/3 Moffett) OR (Charles w/3 Byrd) OR Stosic OR (Juan w/3 Adams) OR (Lauren w/3 Mueller) OR Kondo OR Jojua OR Son OR "Dos Santos" OR Golm OR Bernardo OR Fishgold OR Sayles OR Baudot OR Rivera OR (Martin w/3 Day) OR (Yaozong w/3 Hu) OR Melo OR Aldana OR (Dequan w/3 Townsend) OR (Terrion w/3 Ware) OR (Jeff w/3 Hughes) OR Fairn OR Natividad OR Moreira OR Murata OR Pedersoli Jr. OR Malecki OR (Irwin w/3 Rivera) OR Madge OR (Callan w/3 Potter) OR Garagorri OR (Spike w/3 Carlyle) OR Burnell OR (John w/3 Allan) OR (Cole w/3 Smith) OR Azaitar OR Procopio OR Abe OR Kassem OR Munoz OR (Roberto w/3 Sanchez) OR Crowder OR (Brok w/3 Weaver) OR (Mike w/3 Santiago) OR Ontiveros OR Stolze OR (Elias w/3 Garcia) OR (Gabriel w/3 Silva) OR (Roque w/3 Martinez) OR Moret OR Faria OR Cosce OR Alpar OR (Peter w/3 Barrett) OR (Lijiburen w/3 Wu) OR (Jordan w/3 Williams) OR Pilarte OR Imadaev OR Touahri OR (Cole w/3 Williams) OR Fortino OR (Jose w/3 Torres) OR Letson OR (Craig w/3 White) OR Popov OR Pinedo OR Bochnovic OR Gunther OR Rainey OR (Alex w/3 Reyes) OR (Cameron w/3 Else) OR Bofando OR (Jamey w/3 Simmons) OR Bhullar OR Striegl OR Sekulic OR (Victor w/3 Rodriguez) OR Alqaisi OR (Anthony w/3 Ivy) OR Sosoli OR Huachin OR Minus OR Krantz OR Prepolec OR (Kyle w/3 Stewart) OR Bessette OR (Nohelin w/3 Hernandez) OR (Ray w/3 Rodriguez) OR (Tim w/3 Williams) OR (Vince w/3 Cachero) OR Honchak OR Laramie OR (Aalon w/3 Cruz) OR (Boston w/3 Salmon) OR Belluardo OR (Jacob w/3 Kilburn) OR (Marcos w/3 Mariano) OR (Ryan w/3 Macdonald) OR Mokhtarian OR (Te w/3 Edwards) OR (Thomas w/3 Gifford) OR (Melinda w/3 Fabian) OR (Rob w/3 Wilkinson) OR Akman OR (Guan w/3 Wang) OR Frota OR Sosnovskiy OR Edilov OR Yandiev OR Gorgees OR Zuniga OR (Ariel w/3 Beck) OR</p>	<p>Term 8 - contains 3166 characters. Term 8 - beginning (OR) identified. Term 8 - ending (OR) identified.</p>

Plaintiff Original March 30, 2025 Terms	Zuffa E-Discovery Vendor Comments and Clarifications Requested
<p>OR (Austin w/3 Springer) OR Anyanwu OR Khandare OR (Christina w/3 Marks) OR (Deanna w/3 Bennett) OR (Duda w/3 Santana) OR "De Padua" OR Mulheron OR Cucciniello OR (Jesse w/3 Taylor) OR Giannetti OR (Jorge w/3 Gonzalez) OR (Justin w/3 Frazier) OR Gevorgyan OR Murtazaliev OR Shakirova OR Zhenhong OR Kahaunaele OR Rohskopf OR (Michel w/3 Batista) OR Nick Roehrick OR Richie Smullen OR Roman Bogatov OR (Sung w/3 Jo) OR Gallicchio OR (Tyler w/3 Diamond) OR Horie OR ("A.J." w/3 Cunningham) OR ("A.J." w/3 Dobson) OR ("A.J." w/3 Fletcher) OR "Al-Selwady" OR Magomedov OR Fugitt OR (Ailin w/3 Perez) OR Duraev OR (Alessandro w/3 Costa) OR (Alex w/3 Pereira) OR (Alexander w/3 Hernandez) OR Khizriev OR (Allan w/3 Nascimento) OR Menifield OR Lemos OR Ribas OR Fialho OR Lima OR Petroski OR (Andrea w/3 Lee) OR Loosa OR Pacheco OR Jubli OR Turkalj OR Lipski OR Tsarukyan OR Petrosyan OR Askar OR Mozharov OR (Aspen w/3 Ladd) OR Almabaev OR (Austen w/3 Lane) OR Murzakanov OR Maksum OR Hafez OR Almakhan OR "St. Denis" OR Sopai OR Algeo OR (Billy w/3 Goff) OR Bildor OR Nickal OR Guskov OR Oki OR Hiestand OR (Brandon w/3 Davis) OR (Brandon w/3 Jenkins) OR Royval OR (Braxton w/3 Smith) OR (Brendan w/3 Allen) OR Marotte OR Ribeiro OR (Brogan w/3 Walker) OR Brasil OR (Brunno w/3 Ferreira) OR (Bruno w/3 Silva) OR (Bruno w/3 Souza) OR (Bryan w/3 Battle) OR (Bryce w/3 Mitchell) OR Vergara OR Borralho OR (Caio w/3 Machado) OR Kattar OR Saaiman OR Vancamp OR Loughran OR Deaton OR Candelario OR (Carlos w/3 Hernandez) OR Mota OR Prates OR Ulberg OR Vera OR (Carlston w/3 Harris) OR (Casey w/3 O'Neill) OR Almeida OR Anheliger OR Grigoriou OR (Charles w/3 Johnson) OR Jourdain OR (Charlie w/3 Campbell) OR Radtke OR (Chelsea w/3 Chandler) OR Vlismas OR Njokuani OR (Chris w/3 Barnett) OR (Chris w/3 Curtis) OR (Chris w/3 Duncan) OR (Chris w/3 Gutierrez) OR (Christian w/3 Duncan) OR (Christian w/3 Rodriguez) OR Gane OR Ribeiro OR (Clayton w/3 Carpenter) OR Brundage OR Durden OR Stamann OR Anglin OR (Connor w/3 Matthews) OR Sandhagen OR Quinonez OR Blackshear OR (Dakota w/3 Bush) OR Argueta OR Ige OR Barez OR "Da Silva" OR (Daniel w/3 Marcos) OR (Daniel w/3 Rodriguez) OR (Daniel w/3 Santos) OR Zellhuber OR (Danny w/3 Barlow) OR (Danny w/3 Silva) OR (Danyelle w/3 Wolf) OR (Darian w/3 Weeks) OR Zheleznyakova OR (Darrius w/3 Flowers) OR Onama OR (Dean w/3 Barry) OR Tiuliulin OR (Denise w/3 Gomes) OR Buzukja OR Bondar OR (Diego w/3 Lopes) OR Shainis OR (Drako w/3 Rodriguez) OR Budka OR Chairez OR Shahbazyan OR Moura OR (Elise w/3 Reed) OR Brener OR Ducote OR (Erick w/3 Gonzalez) OR (Erik w/3 Silva) OR Blanchfield OR (Eryk w/3 Anders) OR Ribovics OR Elder OR Cherant OR Basharat OR Bunes OR "Dos Santos" OR (Fernando w/3 Padilla) OR (Fernie w/3 Garcia) OR (Francis w/3 Marshall) OR Figueiredo OR Prado OR Bonfim OR (Gabriel w/3 Miranda) OR (Gabriel w/3 Santos) OR (Gabriella w/3 Fernandes) OR Omargadzhev OR Pirrello OR Armfield OR Bolanos OR (Genaro w/3 Valdez) OR Urbina OR (Gillian w/3 Robertson) OR "De Paula" OR (Grant w/3 Dawson) OR (Greg w/3 Hardy) OR (Gregory w/3 Rodrigues) OR (Hailey w/3 Cowan) OR Dawodu OR Abdelwahab OR Hunsucker OR Amil OR (Hyun w/3 Park) OR (Ian w/3 Garry) OR</p>	<p>Term 9 - contains 3173 characters. Term 9 - beginning (OR) identified. Term 9 - ending (OR) identified.</p>
<p>OR Lucindo OR Aslan OR Bahamondes OR "Da Silva" OR Potieria OR Aliskerov OR Alekseeva OR Dulgarian OR Bonfim OR Adesanya OR Nunes OR Petrovic OR ("J.P." w/3 Buys) OR Maddalena OR (Jack w/3 Jenkins) OR Cavalcanti OR Filho OR Almeida OR Rozenstruik OR (Jake w/3 Hadley) OR (Jalin w/3 Turner) OR Pogues OR Horth OR Mullarkey OR Amorim OR Vanderaa OR Errens OR Jasudavicius OR Basharat OR Perrin OR Matsumoto OR (Jean w/3 Silva) OR (Jeff w/3 Molina) OR Saragih OR Maia OR (Jeong w/3 Lee) OR (Jeremiah w/3 Wells) OR (Jesse w/3 Butler) OR Strader OR (Jesus w/3 Aguilar) OR Brito OR (Joaquin w/3 Buckley) OR Pyfer OR (Johnny w/3 Walker) OR (Jonathan w/3 Martinez) OR (Jonny w/3 Parsons) OR (Jose w/3 Johnson) OR (Jose w/3 Mariscal) OR (Josefine w/3 Knutsson) OR (Joselyne w/3 Edwards) OR (Joseph w/3 Holmes) OR Fremd OR (Josh w/3 Quinlan) OR (Joshua w/3 Van) OR Weems OR (Josiane w/3 Nunes) OR Ronderos OR (Juliana w/3 Miller) OR Arce OR Tafa OR Gaethje OR (Kaiwen w/3 Li) OR (Kamuela w/3 Kirk) OR (Karine w/3 Silva) OR (Karl w/3 Williams) OR (Kaue w/3 Fernandes) OR (Kayla w/3 Harrison) OR Kruschewsky OR Nzechukwu OR (Ketlen w/3 Souza) OR Borjas OR (Kevin w/3 Holland) OR Jousset OR Chimaev OR Askhabov OR (Kiefer w/3 Crosbie) OR (Kleydson w/3 Rodrigues) OR Moutinho OR (Landon w/3 Quinones) OR (Leomana w/3 Martinez) OR Sholinian OR Radzhabov OR Lacerda OR Pinheiro OR (Luana w/3 Santos) OR (Lucas w/3 Alexander) OR (Lucas w/3 Almeida) OR Pajuelo OR (Luis w/3 Saldana) OR Brzeski OR Godinez OR Derr OR Chiasson OR Ankalaev OR Hayisaer OR Bohm OR Kape OR Zecchini OR Fiorot OR (Manuel w/3 Torres) OR Barriault OR (Marcelo w/3 Rojo) OR (Marcus w/3 Mcghee) OR (Maria w/3 Oliveira) OR (Marina w/3 Rodriguez) OR (Mario w/3 Bautista) OR (Marnic w/3 Mann) OR (Marquel w/3 Mederos) OR Buday OR Sano OR (Mason w/3 Jones) OR Mendonca OR Rebecki OR Frevola OR (Maycee w/3 Barber) OR Gatto OR (Melissa w/3 Martinez) OR (Melissa w/3 Mullins) OR (Melquizaal w/3 Costa) OR Baghdasaryan OR Dvalishvili OR (Michael w/3 Chandler) OR (Michael w/3 Morales) OR (Michael w/3 Page) OR (Parkin OR Figlak OR Oleksiejczuk OR (Micheal w/3 Gillmore) OR (Michel w/3 Pereira) OR Breeden OR Malott OR Mathetha OR (Mingyang w/3 Zhang) OR (Mitch w/3 Ramirez) OR Yahya OR Usman OR (Molly w/3 Mccann) OR "De La Rosa" OR Rendon OR (Montserrat w/3 Ruiz) OR Charriere OR Mokaev OR Naimov OR Gafurov OR Orolbai OR Liang OR Haqparast OR (Natalia w/3 Silva) OR (Natan w/3 Levy) OR (Nathaniel w/3 Wood) OR Sadykhov OR Aguirre OR (Nick w/3 Fiore) OR Maximov OR (Nikolas w/3 Motta) OR (Niushiyue w/3 Ji) OR Cornolle OR Dumont OR Shayilan OR Ruziboev OR Aliev OR (Oban w/3 Elliott) OR Cosce OR Pimblett OR Kianzad OR Sabatini OR (Payton w/3 Talbott) OR Falcao OR (Pete w/3 Rodriguez) OR Yan OR (Philip w/3 Rowe) OR (Piera w/3 Rodriguez) OR (Preston w/3 Parsons) OR Aori OR (Rafa w/3 Garcia) OR (Rafael w/3 Alves) OR (Rafael w/3 Estevam) OR (Ramon w/3 Taveras) OR (Ramona w/3 Pascual) OR (Raul w/3 Rosas) OR (Ravena w/3 Oliveira) OR "Dos Santos" OR Tsuruya OR (Ricky w/3 Simon) OR Turcios OR Fakhretidinov OR Nakamura OR Despaigne OR Bryczek OR Bellato OR Bedoya OR (Ronaldo w/3 Rodriguez) OR (Ronnie w/3 Lawrence) OR</p>	<p>Term 10 - contains 3157 characters. Term 10 - beginning (OR) identified. Term 10 - ending (OR) identified.</p>
<p>OR Spann OR Kakhramonov OR (Saimon w/3 Oliveira) OR (Sam w/3 Patterson) OR (Sean w/3 O'malley) OR (Sedriques w/3 Dumas) OR Morozov OR Spivak OR Sidey OR (Seung w/3 Choi) OR Gaziev OR (Shannon w/3 Ross) OR Magomedov OR (Shauna w/3 Bannon) OR Haraguchi OR (Silvana w/3 Juarez) OR Sodq Yusuff OR Erceg OR Koslow OR (Steven w/3 Nguyen) OR Ricci OR Tuivasa OR Lisboa OR Alencar OR Vidal OR Taira OR Bleda OR (Terrance w/3 McKinney) OR (Terrence w/3 Mitchell) OR Gorimbo OR Moises OR (Thomas w/3 Petersen) OR Cuamba OR (Tom w/3 Nolan) OR Kazama OR (Tresean w/3 Gore) OR (Trevin w/3 Giles) OR Peek OR (Trey w/3 Ogden) OR (Trey w/3 Waters) OR (Tucker w/3 Lutz) OR Nurmagomedov OR Medic OR (Valentine w/3 Woodburn) OR (Valter w/3 Walker) OR Demopoulos OR Borshchev OR Altamirano OR (Victor w/3 Henry) OR (Victor w/3 Silva) OR (Victor w/3 Martinez) OR Dudakova OR (Victoria w/3 Leonardo) OR (Vinicius w/3 Oliveira) OR (Vinicius w/3 Salvador) OR Petrino OR Araujo OR "Cortes-Acosta" OR (Weili w/3 Zhang) OR Turman OR (Westin w/3 Wilson) OR Gomis OR Yan OR (Yadong w/3 Song) OR Ashmoz OR Ghemmouri OR Jauregui OR Lainesse OR Kinoshita OR Pauga OR (Zachary w/3 Reese) OR Yi OR Rong OR Lazishvili</p>	<p>Term 11 - contains 1180 characters. Term 11 - beginning (OR) identified.</p>

Plaintiff Original March 30, 2025 Terms	Zuffa E-Discovery Vendor Comments and Clarifications Requested
<p>OR Spider OR "Mystic Mac" OR GSP OR Bones OR "The Phenom" OR "The Stockton Slap" OR "The All-American" OR Ubeereem OR Shogun OR "The Count" OR "Super Somoan" OR Dragon OR Junior OR Scarface OR Cardio Cain OR Suga OR "The Preacher's Wife" OR Ruthless OR "Bigg Rigg" OR "Joanna Champion" OR Cigano OR "The Realist" OR Cowboy OR "The Underdog King" OR "The GOAT" OR "The California King" OR "The Natural Born Killer" OR Cupcake OR "The Dominator" OR "Don't Be Scared Homie" OR "Stone Cold" OR "The Mauler" OR "Vai Cavallo" OR Lioness OR "Lieutenant Dan" OR A10 OR Blessed OR Hapa OR "Luke Skyler" OR "Baby Jay" OR "Pit Bull" OR Showtime OR "Money Mendes" OR "The Juggernaut" OR "The Diamond" OR Jacare' OR "El Nino" OR OSP OR "J-Lau" OR "The Baron" OR "President Jobama" OR Wonderboy OR Gamebred OR "The Dream" OR Cyborg OR Killer OR "The Immortal" OR Showether OR "Do Bronxs" OR "El Cucuy" OR Boggeyman OR "Lil Heathen" OR "Haitian Sensation" OR "Black Beast" OR "The Carpenter" OR Quicksand OR The Skyscraper OR "The Tiger" OR Leeroy OR "CM Punk" OR "The Great" OR Marajo OR "The Menace" OR "The Damage" OR Minotouro OR "The Carny" OR Gunni OR "The Dirty Bird" OR "The Bully" OR "Hands of Stone" OR "The One" OR "The Warendorf" OR Warrior OR Sapo OR "The Reaper" OR "The Kid" OR Massaranduba OR "The Fireball Kid" OR "The Magician" OR Pitbull OR "Soldier of God" OR "Short Fuse" OR "The Motown Phenom" OR Maverick OR "Venezuelan Vixen" OR "Sweet Dreams" OR Piledriver OR Benny OR "The Doberman" OR "The Bull" OR Chicano OR Mutante OR Magic OR "Prime Time" OR "Poster Boy" OR Smilin OR Sledgehammer OR Thunder OR "Da Last Samurai" OR BJP OR Killa OR Brahma OR "The Peoples Warrior" OR "The Crusher" OR "Girl-Rilla" OR "Ally-Gator" OR "Tsar of Striking" OR Pepey OR "The Zombie" OR Thug OR "12 Gauge" OR "The Iron Lady" OR Thominhas OR Raging OR "No Love" OR Overtime OR "The Irish Dragon" OR "Honey Badger" OR Fury OR Sertanejo OR "The Eagle" OR Alpha OR "Hot Sauce" OR Rocky OR "The Miner" OR "The Wolverine" OR Handsome OR "The Taxecutioner" OR "New Breed" OR Stillknocks OR Claudinha OR Durkin OR Chaos OR Trator OR Gamer OR "La Layenda" OR "The Real Hitman" OR "Kid Lightning" OR "Gente Boa" OR "Young Gun" OR "The Sledgehammer" OR "The Panther" OR Zak OR Beckan OR "The James Krause" OR "The Young Punisher" OR "The Polish Bear" OR "Cara de Sapato" OR Hurricane OR "Cookie Monster" OR "Tazmexican Devil" OR King OR Hangman OR "The Messenger" OR Tank OR Ulka OR Peacemaker OR "Celtic Kid" OR "Funk Master" OR "The Leach" OR "The Ace" OR "The Predator" OR Tarzan OR "Korean Superboy" OR Touchy OR Baga OR "Freight Train" OR "Irish Joe" OR "El Dirte" OR "Canadian Gangster" OR "Handz of Steel" OR "Don't Blink" OR "Killa B" OR Braveheart OR Durinho OR "Cast Iron" OR "Silent Assassin" OR "Super Saiyan" OR "Baby Face" OR Bodao OR "The Gift" OR "The Pit" OR Evil OR Fenomeno OR Desciple OR BamBam OR Tybur OR Sheetara OR "Boston Strong" OR "The Spartan" OR "Lex Luthor" OR "The Big Ticket" OR "2 Tap" OR Atamin OR Pretinho OR Pezao OR Ninja OR "Belizean Bruiser" OR "El Toro" OR "From Hell" OR Turbo OR "Russian Hammer" OR Yashabo OR</p>	<p>Term 12 - contains 2884 characters. Term 12 - beginning (OR) identified. Term 12 - ending (OR) identified.</p>
<p>"Quiet Storm" OR Chito OR "El Fyerte" OR Barnabe OR "Netto BJJ" OR "Lil Bulldog" OR "Nigerian Nightmare" OR "The Boa Constrictor" OR Nomad OR "Long Island Killer" OR Bullet OR "Russian Thunder" OR "Danger Zone" OR Lionheart OR "K-Toro" OR "Rebel Girl" OR "Killa Gorilla" OR "The Caucasian" OR Zebriinha OR Frankenstein OR JoJo OR Warrior OR "The Prototype" OR Monstro OR Sergeant OR "Tiny Tornado" OR "The Hammer" OR "El Terror" OR Teco OR Rowdy OR Foxy OR "The Silencer" OR "Iron Turtle" OR Nuguette OR Platinum OR "Rude Boy" OR Groovy OR Rocket OR "T-City" OR Pugnus OR "The Strina" OR Psycho OR Moggly OR Funky OR "King of Kung Fu" OR "Karate Hottie" OR Sarj OR "Serbian Steel" OR Maestro OR "Danish Dynamite" OR "Remember The Name" OR "Mr. Finland" OR "The Train" OR "The Wizard" OR "Cool Hand" OR "Bosnian Bomber" OR "Assassin Baby" OR Webster OR "The Hulk" OR "The Barbarian" OR "Fire Fist" OR "Mr. Perfect" OR Ragin OR Overkill OR Beatdown OR "Prince of Peru" OR "Zombie Girl" OR Matrix OR Abrek OR Lucky OR "Double Impact" OR "The Bulldozer" OR "The Renegade" OR Fluffy OR "The Machine" OR "The Holy War Angel" OR "El Blanco" OR Quik OR "Lion Heart" OR "Bone Crusher" OR "Black Belt Hunter" OR "The Brute" OR "The Crank" OR "Astro Chambers" OR Sergipano OR Almighty OR Carcara OR ABC OR "The Sniper" OR "La Pantera" OR "The Gorilla" OR "King Kong" OR Jag OR "Henry Bure" OR Razor OR "Bad Man" OR "Semi the Jedi" OR Cheesecake OR "The Animal" OR "Baby K" OR Capoeira OR Gritz OR Pacu OR D'Silva OR "Vanilla Gorilla" OR "GT" OR Quake OR Feenom OR "The Butcher" OR Chapo OR "The Pikey" OR "Jamaican Sensation" OR "No Hype" OR Khaos OR "Body Snatcher" OR "The Assassin" OR "The Great White" OR "Kid Alex" OR "Cuban Missile Crisis" OR Crash OR Dynamite OR Sting OR Sseda OR Moicano OR Ocho OR "The Olympian" OR "Gov'nor" OR Silverback OR "The Predator" OR "The War Horse" OR "The Joker" OR Grizzly OR "Blonde Fighter" OR JSP OR "Brown Bear" OR "Johnny Bravo" OR "Italian Dream" OR "Violent Bob Ross" OR "The Miracle" OR "Monkey King" OR "Mr. Highlight" OR GM3 OR "The Eraser" OR "Night Wolf" OR "Caramel Thunder" OR Superman OR Bulldog OR Nicoyas OR Sucuri OR "Mongolian Knight" OR "Elbow Queen" OR Maximus OR "The Hybrid" OR "Ze Colmeia" OR "No Time" OR "The Hurt" OR "The Baltic Gladiator" OR Abacus OR "King Kage" OR "The Prince" OR Chango OR "5 Star" OR "Demolition Man" OR Mamba OR "Black Country Banger" OR "Mean Machine" OR Animal OR Daywalker OR "Sexi Mexi" OR "The Allstar" OR Zhako OR "El Fenomeno" OR "Pretty Boy" OR "Polish Pitbull" OR "Welsh Wrecking Machine" OR Loveboat OR Maluko OR "Little Hands" OR Pepi OR Maravilla OR Colombian Queen OR Kuya OR Smokin' OR "Vanilla Gorilla" OR Shockwave OR Sagat OR Ten OR "Warrior Princess" OR Resilient OR Raging Panda" OR Godzilla OR "Alaskan Bull Worm" OR "The Brazilian" OR "Juicy J" OR Mulan OR Pain OR Undertaker OR "Beast Boy" OR "The Dentist" OR "The J.J. Machine" OR "Fire Kid" OR "The Zohan" OR Spitfire OR "Your Majesty" OR "Man Mountain" OR "The Devastator" OR "Kid Kvenbo" OR "The Bumblebee" OR "All Day" OR "Dutch Destroyer" OR "The Lifeguard" OR "Big Swingin'" OR Boom OR "Brazilian Gangsta" OR</p>	<p>Term 13 - an uneven number of quotation marks - 37 exist - this will invalidate the results and must be fixed before formatting is attempted again. Term 13 - contains 2945 characters. Term 13 - ending (OR) identified.</p>

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<p>OR Curtious OR "Money Mashka" OR Danger OR "The Legend" OR "The Native" Psycho OR Bulldozer OR "The Warrior" OR "Big Pretty" OR NiteTrain OR Valhalla OR "The Hanyak" OR "DC's boy" OR "Coconut Bombz" OR "Dy Incredible" OR "The Rebel" OR Stitch OR The Jedi" OR "The Death Star" OR "Angel of Death" OR "Da Don" OR Poppins OR "The Blaze" OR Cabocao OR "Daddy Long Legs" OR Manap OR Imadlo OR "The Truth" OR "Guitar Hero" OR "Lights Out" OR Chaborz OR "Bermudez Triangle" OR Boondock OR "The Gamer" OR "Warrior Spirit" OR Boi OR Gifted OR "The Brick" OR Lipe OR "Triple Threat" OR Baby OR 24K OR Smiler OR Wolverine OR "The Hatchet" OR "The Sleek Sheik" OR PrimeTime OR "El Guapo" OR Mantis OR "The Italian Stallion" OR "Georgian Viking" OR Siwy OR "The Fighting Hawaiian" OR "The Monster" OR "The Lion" OR "The Cannibal" OR "Deus da Guerra" OR "The Viking" OR Carcacinha OR "The Mad Titan" OR "El Paton" OR Nashty OR Mizuki OR "The Chi-Town Princess" OR "The Future" OR "Kid Dynamite" OR Relentless OR "El Capo" OR Spartan OR Flash OR Singh OR "The Assassin" OR "Golden Boy" OR "Wolf heart" OR Sorriso OR "Black Eagle" OR "Ottogi Girl" OR SpiderMonkey OR Skeleto OR "The Monkey God" OR "White Bear" OR Honda OR Tshilobo OR "The Colombian Warrior" OR "Gwei Lo" OR "The Beast" OR Gus OR "The Happy Warrior" OR Shanimal OR Leko OR "The Extraordinary Gentleman" OR Bebezo OR Bopo OR "The Ostovich" OR Kazula OR "The Wolfman" OR "The Kraken" OR "Princess Tiger" OR Syuri OR "She Wolf" OR Berinja OR "The American Predator" OR Robo OR "The Black Samurai" OR Renegade OR Totoro OR "Miss Simpatia" OR "El Charro" OR "The Tarantula" OR Infinite OR Mamute OR Semento OR "Bad News Barbie" OR "Magic Man" OR "The Rockstar" OR "El Latigo" OR "Alpha Ginger" OR Jock OR "The Cole Train" OR "Captain Morocco" OR 187 OR "El Explosivo" OR "Little Fury" OR "Chata Tuska" OR "The American Bad Boy" OR "Green Mask" OR "El Pescador" OR Gabito OR Champ OR "The Hitman" OR "Too Sweet" OR "Slippery Pete" OR "The Beastmaster" OR Bomaye OR "Son of Fire" OR Chegui OR Nidas OR Thundercat OR "El Mudo" OR "A.Rey" OR Camchida OR "The Paranormal" OR "The Afro Samurai" OR "The Bengal" OR Mugen OR Vicious OR "The Royal Fighter" OR Aquaman OR "Combat Wombat" OR "El Perro Malo" OR Clutch OR "Kill Shot" OR "Gunz Up" OR "The Mangler" OR Suavé OR "The Judge" OR "Trivago guy" OR "The Anomaly" OR "Little Warrior" OR "Boom Boom" OR Caterpillar OR "The Killer" OR Dhalsim OR Tango OR "Young Lion" OR "Kurdimus Prime" OR "Guan Wang" OR "A Treta" OR "The Wicked Machine" OR "The Chechen Lion" OR Beard OR Hitman OR Tigre OR Sunshine OR "Zu the 8th Wonder" OR DARING OR Vitamin D OR Cowboyzinha OR Belinha OR "The Mellow Fellow" OR "JT Money" OR "El Gigante" OR "The Grizzly Bear" OR "The Princess" OR "Bull Demon Kin" OR Thud OR "El Panda" OR "Korean Falcon" OR "Da Tank" OR "Rising Star" OR "The Savage" OR "The Ghost" OR "The Pride of Palestine" OR Abus OR "The Fugitive" OR Fiona OR Machete OR Nono OR Poatan OR "The Great Ape" OR "The Black Wolf" OR "Puro Osso" OR Atomic OR Amandinha OR Manowar OR Mascote OR KGB OR "The Last Ninja" OR "King of Lions" OR</p>	<p>Term 14 - an uneven number of quotation marks - 227 exist - this will invalidate the results and must be fixed before formatting is attempted again. Term 14 - contains 3102 characters. Term 14 - beginning (OR) identified. Term 14 - ending (OR) identified.</p>
<p>OR "The Pleasure Man" OR "The Queen of Violence" OR Ahalkalakets OR "AK-47" OR "No Mercy" OR Zulfikar OR "A-Train" OR "The Professional" OR Qazaq OR "The Habibi" OR "The Turan Warrior" OR "The God of War" OR "The Lion King" OR "Senor Perfecto" OR "El Animal" OR "The Night Wolf" OR Czarevitch OR "The Zulu Warrior" OR "Bam Bam" OR "Greasy Bear" OR "Red Dirt Legend" OR "Raw Dawg" OR "The Beautiful Monster" OR "All In" OR "The Bear" OR "The Special One" OR "The Butcher" OR "Thug Nasty" OR "The Natural" OR Bigfoot OR "The Boston Finisher" OR "Most Savage Player" OR Jumpman OR "The Don" OR "The Anishinabe Kid" OR "The Cannon" OR "El Famoso" OR Tico OR "The Nightmare" OR "ladies nights" OR Pequeno OR Mocambique OR Cesinha OR "The Ferocious" OR "Big Money" OR Air OR "Chuck Buffalo" OR "Bang Bang" OR "Huggy Bear" OR Beastboy OR "The Action Man" OR "The Problem" OR CLD OR CeeRod OR "Bon Gamin" OR "Zé Cláudio" OR Concrete OR "Custom Made" OR "The Controller" OR "The Sandman" OR Problema OR "Da Monster" OR Hairly OR "The Determined" OR Assombroso OR Soncora OR "D-Rod" OR Willycat OR "LeftHand2God" OR "El Puma" OR "Iron Lady" OR "Beast Mode" OR Dee OR Shameless OR "The Great Drakolin" OR "Mindless Hulk" OR "Puro Chicali" OR "Golden Boy" OR Ronda OR Gordinha OR "Ghost Pepper" OR "Cold Blooded" OR "Ya Boi" OR "El Gringo" OR "The Phenom" OR "Water Buffalo" OR Ferocious OR Felipinho OR "Lipe Detona" OR "El Valiente" OR Fire OR Sniper OR Marretinha OR Fly OR Mosquitinho OR Gabi OR "El Tigre" OR Dreamkiller OR Rayadito OR Glorinha OR "KGD" OR "Prince of War" OR Robocop OR "All Hail" OR "the hammer" OR "The Hurricane" OR "Peace of Mind" OR "Last Ottoman" OR "the Hannibal" OR Duelist OR "Russian Ronda" OR Marreta OR Stylebender OR "Young Savage" OR Phar OR "The Nightmare" OR Pastor OR Malhadinho OR "Bigi Boy" OR "White Kong" OR Tarantula OR Stormtrooper OR "The Mountain" OR "Snow Leopard" OR Lord OR "Korean Tiger" OR "Sui Generis" OR Tubarao OR "New Mansa" OR Bodybagz OR Sluggernaut OR "Lobo Solitario" OR Chepe OR "Machine Gun" OR "La Pantera" OR "Ugly Man" OR Bushido OR "The Fearless" OR "Wide Open" OR Josi OR "The Juggernaut" OR Jawaian OR Bahia OR "African Savage" OR Esquentadilha OR "El Gallo Negro" OR Trailblazer OR Borz OR Nohcho OR "BDK" OR "KR" OR "Lone Wolf" OR Manaboi OR Palmeyros OR "Tajik Tank" OR "The Lion" OR "Corazon de Leon" OR "The Bull" OR Loopy OR Starboy OR "Angelo Veneziano" OR "The Beast" OR "El Loco" OR "Power Bar" OR "The Maniac" OR "Spider Girl" OR "Sawed-Off Savage" OR Badys OR "The Dragon" OR Bocao OR Rebeasti OR Steamrolla OR "The Future" OR "Super Mely" OR "No Mess" OR "Melk Cauthy" OR "The Gun" OR "The Machine" OR Iron OR Venom OR "Mad Dog" OR Hussar OR "The Gentleman" OR Demolidor OR "Blood Diamond" OR "Mountain Tiget" OR "Fight Stalker" OR "The UAE Warrior" OR "The Motor" OR Meatball OR Monster OR Conejo OR "Last Pirate" OR Punisher OR Hillman OR Tajik OR "Dragon Girl" OR Lethal OR "The Prospect" OR "Black Wolf" OR Slick OR "Little King Kong" OR Wonder OR Immortal OR "Tajik Eagle" OR "Welsh Gangster" OR Galaxy OR Baddy OR Banzai OR Perdinho OR "Dead Game" OR</p>	<p>Term 15 - contains 2869 characters. Term 15 - beginning (OR) identified. Term 15 - ending (OR) identified.</p>
<p>OR "No Mercy" OR "Fresh Prince" OR "La Fiera" OR "Mongolian Murderer" OR "The Turn" OR Macapa OR "The Savage" OR "El Nino Problema" OR Kenoudy OR Gladiator OR Hybrid OR "Bad Boy" OR "Lazy Boy" OR "The Heat" OR "Suga" OR Reaper OR "Polar Bear" OR "Turkish Delight" OR "Mama B" OR Malvada OR Super OR Astroboy OR "Obi Won Shinobi" OR "Baby Shark" OR "Bam Bam" OR "Thai Panther" OR "Problem Child" OR Tratora OR "The Pillow" OR "T Wrecks" OR "Terr-Bear" OR "The Answer" OR "The Train" OR Twilight OR "Big Train" OR "Silent Finisher" OR "Mr. Vicious" OR "The Problem" OR Shamurai OR Truth OR "Top Gun" OR "Turan Warrior" OR Doctor OR "Clean Monster" OR "Lil Monster" OR Slava OR Magnifico OR Mangosta OR Striker OR Brick OR "Lok Dog" OR Icao OR Vivi OR "Salsa Boy" OR Magnum OR Prodigy OR Jaguar OR "Kung Fu Kid" OR "Red Fox" OR "Desert Warrior" OR "White Lion" OR Ripper OR Savage</p>	<p>Term 16 - contains 801 characters. Term 16 - beginning (OR) identified.</p>
<p>arbitrat* OR "covered claim" OR (waiv* /10 (class OR mass OR representative OR collective ))</p>	

Plaintiff Original March 30, 2025 Terms	Zuffa E-Discovery Vendor Comments and Clarifications Requested
<p>((industry OR market OR "Mixed Martial Arts" OR MMA OR combat OR fight* OR profit OR revenue OR finance ) w/10 ((report OR presentation OR analysis OR trend OR forecast OR SWOT OR study OR research OR evaluation OR assessment OR insights OR dynamics OR projection* OR outlook OR growth OR strength OR segment OR division OR target OR grow*)) OR ((barrier* OR obstacle* OR obstruction* OR impeded* OR discourage OR slow OR block OR delay OR deter* OR prevent* OR retard OR restrain OR stop) w/10 (entry OR enter OR compet* OR foothold OR business OR MMA OR industry OR promot! OR market OR expan*)) OR (market w/3 share* OR division OR ) OR "competitive analysis" OR "competition analysis" OR "competitive landscape" OR (market w/3 compet*) OR "competitive positioning" OR ((market OR compar* OR relative) /5 (size OR entry OR commerce OR business OR sales OR profit* OR viewers))</p>	<p>Term 18 - contains 866 characters.  Term 18 - is a duplicate to at least Term 35  Term 18 - is missing ')'.  Term 18 - is potentially ambiguous  Term 18 - is unbalanced at r* OR relative) W/5  Term 18 - may contain extra parentheses  Term 18 - operator on parenthesis identified.</p>
<p>Bellator OR "ONE Championship" OR "One FC" OR PFL OR "Professional Fighters League" OR Rizin OR KSW OR "Konfrontacja Sztuk Walki" OR "Cage Warriors" OR Invicta OR "King of the Cage" OR KOTC OR "Absolute Championship Berkut" OR ACB OR "Absolute Championship Akhmat" OR ACA OR "Prospect Fighting Championships" OR PFC OR "Super Fight League" OR "Tachi Palace Fights" OR "Titan Fighting Championships" OR "Titan F.C." OR "Titan FC" OR "TKO Major League MMA" OR "Art of War Fighting Championship" OR Deep OR Pancrase OR "British Association of Mixed Martial Arts" OR BAMMA OR "Fight Exclusive Night" OR FEN OR "Ultimate Challenge MMA" OR UCMMA OR "Australian Fighting Championship" OR AFC OR Brace OR "Jungle Fight" OR Legacy OR "M-1" OR "M1" OR "Cage Fury" OR "CFF" OR "Golden Boy" OR "World Series" OR WSOF OR Coker OR "De la Hoya" OR "Golden Boy" OR Knapp OR K1 OR K-1 OR Chou OR Sefo OR ("Lion Fight") OR Lionfight OR ("Glory Kickboxing") OR Metamoris OR "Global Fight League" OR "GFL" OR "Bare Knuckle Nation" OR "BKFC" OR counterprogram* OR ("event strategy" w/20 (promoter OR promotion)) OR (((fighter OR talent OR athlete) w/5 (roster OR analysis OR assessment)) AND (promoter OR promotion OR league OR organization)) OR ((acquisition OR acquire OR merge* OR buy OR deal) w/10 (promoter OR promotion OR league OR organization)) OR ((agreement w/5 licens*) AND (promoter OR promotion OR league OR organization)) OR ((fighter OR athlete OR talent) w/5 ((contract OR agreement) AND (transfer OR buy OR sell OR release OR extend)))</p>	<p>Term 19 - contains 1459 characters.  Term 19 - may contain extra parentheses</p>
<p>"Ultimate Fighting Championship" OR UFC OR Zuffa OR Fertitta OR fertittacapital.com OR "Station Casinos" OR stationcasinos.com OR "Red Rock Resorts" OR redrockresorts.com OR Dana OR White OR Deutsche OR Deutschebank OR db.com OR Raine OR Moody's OR moodys.com OR "Standard &amp; Poor's" OR S&amp;P OR "S &amp; P" OR spglobal.com OR "Fitch Ratings" OR fitchratings.com OR "Confidential Information Memorandum" OR "confidential information memoranda" OR "CIM" OR ((presentation OR prospectus OR proposal OR offer*) w/10 (sale OR acquire OR acquisition OR equity OR share* OR debt OR bonds OR ownership OR interest OR invest*)) OR (credit w/3 (assessment OR report OR opinion OR request OR metric)) OR diligence OR "data room" OR Goldman OR goldmansachs.com OR "Silver Lake" OR silverlake.com OR "SLP" OR affiliate OR "Kohlberg Kravis Roberts" OR "KKR" OR "MSD" OR Basquiat OR "Morgan Stanley" OR morganstanley.com OR "Goldman Sachs" OR goldmansachs.com OR "J.P. Morgan" OR jpmorgan.com OR Barclays OR Citigroup OR "Credit Suisse" OR credit-suisse.com OR Evercore OR "HSBC" OR Jefferies OR Moelis OR "Piper Sandler" OR pipersandler.com OR RBC OR rbccm.com OR UBS OR "CODE Advisors" OR codeadvisors.com OR "DBO Partners" OR dbopartners.com OR "LionTree" OR "Academy Securities" OR academysecurities.com OR "R. Seelaus" OR rseelaus.com OR "Ramirez &amp; Co." OR ramirezco.com OR "Siebert Williams" OR siebertwilliams.com OR "SWS" OR "Zuffa Parent" OR holdco OR TKO OR WWE OR "World Wrestling Entertainment" OR (Vince OR Vincent) w/3 McMahon OR Whale OR Deloitte OR opco OR "merger sub" OR "EOC" OR "rollover investor" OR "buyer group" OR "other investor" OR (Dana w/ 3 White) OR Borsari OR Krauss OR (Sean w/3 Shelby) OR Maynard OR ((Lawrence OR Ike) w/3 Epstein) OR Ratner OR (Tracey w/3 Long) OR (Hunter w/3) Campbell OR Dropick OR Norris-Jones OR Denitza OR Batchvarova OR Nakisa OR Bidarian OR (Chad w/3 Hurley) OR Mossholder OR (Joe w/3 Silva) OR Zelaznik</p>	<p>Term 20 - an uneven number of quotation marks - 97 exist - this will invalidate the results and must be fixed before formatting is attempted again.  Term 20 - contains 1969 characters.  Term 20 - contains unfixable operator W/  Term 20 - doubled operator (OR OR) identified.  Term 20 - may contain extra parentheses  Term 20 - potential missing operator found: ) Campbell  Term 20 - start or end operator (W/3)) identified.</p>
<p>(financial w/3 (report OR data OR results OR statement OR update OR information OR projection)) OR "P&amp;L" OR "P &amp; L" OR "P and L" OR "profit and loss" OR (asset w/10 debit) OR "pro forma" OR EBITDA OR budget OR costs OR profit OR "balance sheet" OR "income statement" OR (margin w/2 analys*) OR "equity valuation" OR "asset appraisal" OR "financial model" OR (investor w/3 presentation), OR "S-1" OR "S1" OR prospectus OR "common stock" OR equit* OR debt OR bond* OR (securities w/3 exchange)</p>	<p>Term 21 - contains 469 characters.  Term 21 - is a duplicate to at least Term 70</p>

Plaintiff Original March 30, 2025 Terms	Zuffa E-Discovery Vendor Comments and Clarifications Requested
owner* OR equit* OR debt OR bond* OR stock* OR partner OR propriet*	
(salar* OR compensat* OR bonus* OR pay OR payout* OR vest* OR award* OR reimburse* OR loan OR advance OR fee* OR distribut* OR dividend* OR (benefit* w/3 package) OR ((jet OR plane) w/3 (travel OR corporate OR trip* OR benefit)) OR propert* OR car* OR automobile* OR limo* OR house OR rent* OR "fringe benefit") w/30 (director* OR officer* OR "CEO" OR executive* OR president OR owner* OR stockholder OR bondholder OR Dana OR White OR Shapiro OR Ari OR Emanuel OR Whitesell OR Durbin OR Lublin OR Schleimer OR Krauss) valuation OR "\$21 billion"	Term 23 - contains 513 characters. Term 23 - contains problem wildcard(s): fee*, car*
("Ultimate Fighting Championship" OR "UFC" OR Zuffa OR "TKO") AND ((financial w/3 (report OR data OR results OR statement OR update OR information OR projection)) OR "P&L" OR "P & L" OR "P and L" OR "profit and loss" OR (asset w/10 debit) OR "pro forma" OR EBITDA OR budget OR costs OR profit OR "balance sheet" OR "income statement" OR (margin w/2 analys*) OR "equity valuation" OR "asset appraisal" OR "financial model" OR (investor w/3 presentation), OR "S-1" OR "S1" OR prospectus OR "common stock" OR equit* OR debt OR bond* OR (securities w/3 exchange))	Term 25 - contains 531 characters.
"comp" OR compensat* OR pay* OR salar* OR purse OR win OR show OR bonus OR ((fight OR submission OR knockout OR performance) w/5 "of the night") OR merchandis* OR appear* OR royalt* OR "side letter" OR ((letter OR memo* OR promotion* OR bout OR merchandis* OR side OR ancillary OR video OR likeness OR identity) W/3 (agreement OR understanding)) OR "action figure" OR "trading card" OR "PPV" OR "pay-per-view"	Term 26 - contains problem wildcard(s): pay*
(insurance OR venue OR promotion OR payroll OR (fighter w/10 (compensat* OR bonus OR pay* OR lodging OR travel OR meals OR "per diem" OR companion)) OR advertis* OR safety OR health OR medic* OR ambulance OR security OR production OR produce OR stage OR staging OR fee OR budget	Term 27 - contains problem wildcard(s): pay* Term 27 - is missing '}'. Term 27 - is unbalanced at II OR (fighter W/10 Term 27 - may contain extra parentheses
(("Ultimate Fighting Championship" OR "UFC" OR Zuffa OR industry OR market OR "Mixed Martial Arts" OR MMA OR combat OR fight* OR profit OR revenue OR finance ) w/10 ((report OR presentation OR analysis OR trend OR forecast OR SWOT OR study OR research OR evaluation OR assessment OR insights OR dynamics OR projection* OR outlook OR strength OR segment OR division OR target OR grow*)); OR ((barrier* OR obstacle* OR obstruction* OR impeded* OR discourage OR slow OR block OR delay OR deter* OR prevent* OR retard OR restrain OR stop) w/10 (entry OR enter OR compet* OR foothold OR business OR MMA OR industry OR promot! OR market OR expan*)); OR (market w/3 share* OR division OR ) OR "competitive analysis" OR "competition analysis" OR "competitive landscape" OR "market compet*" OR "competitive positioning"; OR ((market OR compar* OR relative) /5 (size OR entry OR commerce OR business OR sales OR profit* OR viewers));	Term 28 - contains 904 characters. Term 28 - is missing '}'. Term 28 - is potentially ambiguous Term 28 - is unbalanced at r* OR relative) W/5 Term 28 - may contain extra parentheses Term 28 - operator on parenthesis identified.
(("Ultimate Fighting Championship" OR UFC OR "mixed martial arts" OR MMA) w/50 (baseball OR MLB OR basketball OR NBA OR football OR NFL OR wrestling OR WWE OR WWF OR boxing OR IBF OR WBA OR WBC OR WBO)); OR "merc.com" OR (Mercer w/3 (LLC OR US)) OR MarshMcLennan OR (Marsh w/3 McLennan)	
"Flash Entertainment" OR Mubadala OR "January Capital" OR ("abu Dhabi" w/10 sovereign w/3 (fund OR investor))	Term 30 - is potentially ambiguous
Compet* AND (Bellator OR "ONE Championship" OR "One FC" OR PFL OR "Professional Fighters League" OR Rizin OR KSW OR "Konfrontacja Sztuk Walki" OR "Cage Warriors" OR Invicta OR "King of the Cage" OR KOTC OR "Absolute Championship Berkut" OR ACB OR "Absolute Championship Akhmat" OR ACA OR "Prospect Fighting Championships" OR PFC OR "Super Fight League" OR "Tachi Palace Fights" OR "Titan Fighting Championships" OR "Titan F.C." OR "Titan FC" OR "TKO Major League MMA" OR "Art of War Fighting Championship" OR Deep OR Pancrase OR "British Association of Mixed Martial Arts" OR BAMMA OR "Fight Exclusive Night" OR FEN OR "Ultimate Challenge MMA" OR UCMMA OR "Australian Fighting Championship" OR AFC OR Brace OR "Jungle Fight" OR Legacy OR "M-1" OR "M1" OR "Cage Fury" OR "CFF" OR "Golden Boy" OR "World Series" OR WSOF OR Coker OR "De la hoya" OR "Golden Boy" OR Knapp OR K1 OR K-1 OR Chou OR Sefo OR ("Lion Fight") OR Lionfight OR ("Glory Kickboxing") OR Metamoris OR "Global Fight League" OR "GFL" OR "Bare Knuckle Nation" OR "BKFC" OR MMA OR "mixed martial arts" OR combat OR promot*)	Term 31 - contains 1014 characters. Term 31 - may contain extra parentheses



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<p>((industry OR market OR "Mixed Martial Arts" OR MMA OR combat OR fight* OR profit OR revenue OR finance ) w/10 ((report OR presentation OR analysis OR trend OR forecast OR SWOT OR study OR research OR evaluation OR assessment OR insights OR dynamics OR projection* OR outlook OR growth OR strength OR segment OR division OR target OR grow*)) OR ((barrier* OR obstacle* OR obstruction* OR impeded* OR discourage OR slow OR block OR delay OR deter* OR prevent* OR retard OR restrain OR stop) w/10 (entry OR enter OR compet* OR foothold OR business OR MMA OR industry OR promot! OR market OR expan*)) OR (market w/3 share* OR division OR ) OR "competitive analysis" OR "competition analysis" OR "competitive landscape" OR (market w/3 compet*) OR "competitive positioning" OR ((market OR compar* OR relative) /5 (size OR entry OR commerce OR business OR sales OR profit* OR viewers))</p>	<p>Term 32 - contains 866 characters.  Term 32 - is a duplicate to at least Term 35  Term 32 - is missing ')'.  Term 32 - is potentially ambiguous  Term 32 - is unbalanced at r* OR relative) W/5  Term 32 - may contain extra parentheses  Term 32 - operator on parenthesis identified.</p>
<p>purse* OR show* OR win* OR (side w/3 letter*) OR bonus* OR ((letter OR memo*) w/3 understanding) OR merchandis* OR sponsor* OR video* OR licens* OR identit* OR (trading w/3 card*) OR (action w/3 figur*) OR "pay-per-view" OR PPV OR (misc* w/3 income) OR "fight of the night" OR "knockout of the night" OR "submission of the night" OR "performance of the night" OR royalt*</p>	<p>Term 33 - contains problem wildcard(s): win*</p>
<p>(purse* OR show* OR win* OR (side w/3 letter*) OR bonus* OR ((letter OR memo*) w/3 understanding) OR merchandis* OR sponsor* OR video* OR licens* OR identit* OR (trading w/3 card*) OR (action w/3 figur*) OR "pay-per-view" OR PPV OR (misc* w/3 income) OR "fight of the night" OR "knockout of the night" OR "submission of the night" OR "performance of the night" OR royalt*) AND (Bellator OR "ONE Championship" OR "One FC" OR PFL OR "Professional Fighters League" OR Rizin OR KSW OR "Konfrontacja Sztuk Walki" OR "Cage Warriors" OR Invicta OR "King of the Cage" OR KOTC OR "Absolute Championship Berkut" OR ACB OR "Absolute Championship Akhmat" OR ACA OR "Prospect Fighting Championships" OR PFC OR "Super Fight League" OR "Tachi Palace Fights" OR "Titan Fighting Championships" OR "Titan F.C." OR "Titan FC" OR "TKO Major League MMA" OR "Art of War Fighting Championship" OR Deep OR Pancrase OR "British Association of Mixed Martial Arts" OR BAMMA OR "Fight Exclusive Night" OR FEN OR "Ultimate Challenge MMA" OR UCMMA OR "Australian Fighting Championship" OR AFC OR Brace OR "Jungle Fight" OR Legacy OR "M-1" OR "M1" OR "Cage Fury" OR "CFF" OR "Golden Boy" OR "World Series" OR WSOF OR Coker OR "De la hoya" OR "Golden Boy" OR Knapp OR K1 OR K-1 OR Chou OR Sefo OR ("Lion Fight") OR Lionfight OR ("Glory Kickboxing") OR Metamoris OR "Global Fight League" OR "GFL" OR "Bare Knuckle Nation" OR "BKFC")</p>	<p>Term 34 - contains 1319 characters.  Term 34 - contains problem wildcard(s): win*  Term 34 - may contain extra parentheses</p>
<p>((industry OR market OR "Mixed Martial Arts" OR MMA OR combat OR fight* OR profit OR revenue OR finance ) w/10 ((report OR presentation OR analysis OR trend OR forecast OR SWOT OR study OR research OR evaluation OR assessment OR insights OR dynamics OR projection* OR outlook OR growth OR strength OR segment OR division OR target OR grow*)) OR ((barrier* OR obstacle* OR obstruction* OR impeded* OR discourage OR slow OR block OR delay OR deter* OR prevent* OR retard OR restrain OR stop) w/10 (entry OR enter OR compet* OR foothold OR business OR MMA OR industry OR promot! OR market OR expan*)) OR (market w/3 share* OR division OR ) OR "competitive analysis" OR "competition analysis" OR "competitive landscape" OR (market w/3 compet*) OR "competitive positioning" OR ((market OR compar* OR relative) /5 (size OR entry OR commerce OR business OR sales OR profit* OR viewers))</p>	<p>Term 35 - contains 866 characters.  Term 35 - is a duplicate to at least Term 18  Term 35 - is missing ')'.  Term 35 - is potentially ambiguous  Term 35 - is unbalanced at r* OR relative) W/5  Term 35 - may contain extra parentheses  Term 35 - operator on parenthesis identified.</p>

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<p>Budweiser OR Bud OR Anheuser OR Busch OR "Anheuser-Busch" OR InBev OR BT OR "Crypto.com" OR DraftKings OR "Love Hemp" OR Migu OR Modelo OR (Monster w/3 (Energy OR Drink) OR "Oscar Meyer" OR "Kraft Heinz" OR "Stake.com" OR TikTok OR Venum OR Timex OR Trojan OR VeChain OR Reebok OR Toyo OR "Call of Duty" OR Activision OR BodyArmor OR "Sweet Sweat" OR easypost OR Cuervo OR "Air National Guard" OR "Hospital for Special Surgery" OR Prime OR ESPN OR KUDO OR "Harley-Davidson" OR Harley OR Nemiroff OR "O2" OR Revlon OR Sheertex OR "Slate Milk" OR Lucid OR "Lucidtravel.com" OR ((sponsor* OR advertis*) w/10 (agreement OR contract OR letter OR memorandum)) OR Tapout OR RVCA OR (MMA w/2 (performance OR authentics OR warehouse OR stop OR overload OR century)) OR Bud* OR (Andrew w/2 Simon) OR OR Harley OR HD OR "MetroPCS" OR (EA w/2 sports) OR "Electronic Arts" OR Monster OR Toyo OR Topps OR Fram OR THQ OR MusclePharm OR "Muscle farm" OR "Proctor &amp; Gamble" OR "P&amp;G" OR "Head &amp; Shoulders" OR Dodge OR Ram OR "Corn Nuts" OR "Kraft Foods" OR "Ultimate Poker" OR Xyience OR Ubisoft OR Xbox OR Microsoft OR "Safe Auto" OR Alienware OR Unibet OR Renault OR "TNT Energy Drink" OR "IntegralMedica" OR "Warner Brothers" OR WB OR "Burger King" OR "Condom Depot" OR "Dynamic Fastener" OR Edge OR Rockstar OR Marine* OR "Gordon Biersch" OR Alchemist OR (American w/2 (Ethanol OR Fighter)) OR "AMP" OR "Bad Boy" OR "Blowout Cards" OR "Blue Planet" OR "Bodybuilding.com" OR "Bony Acai" OR Boost OR "BSN" OR "CardaldaMMAge" OR "Champion Nutrition" OR "Clinch Gear" OR Conquest OR "CSC Memorabilia" OR "Dead Game" OR "Death Clutch" OR "Defense Soap" OR Dethrone OR "Dirty Boxer" OR Dollamur OR DPMS OR Drako OR "Dymatize Nutrition" OR "Ecko Unlimited" OR Engage OR Everlast OR Fairtex OR (FIGHT* w/2 (Magazine OR fuel OR shop OR only)) OR "Form Athletics" OR FRAM OR "Full Contact Fighter" OR "Full Tilt Poker" OR Hayabusa OR Headblade OR Headrush OR "Heavy Hands" OR "Hitman Fight Gear" OR "Island Supplements" OR "Gamma Labs" OR Gatorade OR "Grapppler's Quest" OR "Jack's Links" OR Jaco OR "Jimmy John's" OR Jitz OR "Kill-It" OR Kimurawear OR Lexani OR "Metal Mullisha" OR "Micro Tech" OR "MTX Audio" OR Nanotech OR Nike OR Nutrabolics OR Nuvasive OR "On The Mat" OR "One More Round" OR "Original Grapppler" OR "Punishment Athletics" OR "Ranger Up" OR RBP OR Reebok OR Revgear OR RSCL OR "Sacramento Kings" OR "Silver Star" OR Sinister OR "Seven Deuce" OR Spencer* OR Sprawl OR Suffer OR TCB OR "Tequilla Cazadores" OR "Theopenmat.com" OR "The Gun Store" OR Throwdown OR "Tilted Kilt" OR "Tokyo Five" OR "Tri Coasta" OR TRX OR UAS OR "Under Armour" OR "under armor" OR "Warrior International" OR Venum OR "Xtreme Couture" OR unleashed OR undisputed OR ((sponsor* OR endors* OR licens*) w/3 (tax* OR fee* OR pay*)) OR "Round 5" OR "Action figures" OR aka OR (trad* w/3 card*) OR "Upper Deck" OR "Cage Fighter" OR "Fighters Only" OR Silverstar OR "Silver Star" OR FCF OR (Joel w/2 Gold) OR Kreiner OR Jakks OR "And1" OR "video game"</p>	<p>Term 36 - contains 2838 characters.  Term 36 - contains problem wildcard(s): Bud*, tax*, fee*, pay*  Term 36 - doubled operator (OR OR) identified.  Term 36 - is missing '}'.  Term 36 - is unbalanced at lver Star OR FCF OR  Term 36 - may contain extra parentheses</p>
<p>MGM OR Palms OR Staples OR "Hard Rock" OR "The Joint" OR "Honda Center" OR "SAP Center" OR "HP Pavilion" OR "Sleep Train Arena" OR "American Airlines Center" OR "IZOD Center" OR "Colisee Pepsi" OR "Foxwoods" OR "Prudential Center" OR "Target Center" OR "Toyota Center" OR "United Center" OR "1st Bank Center" OR "Amway Center" OR Gwinnett OR "AT&amp;T Center" OR "Baltimore Arena" OR "BB&amp;T Center" OR "Bank Atlantic Center" OR "BMO Harris Bradley Center" OR "BOK Center" OR "Bradley Center" OR "Bridgestone Arena" OR "Consol Energy Center" OR "Cross Insurance Center" OR "Ernest N. Morial Convention Center" OR "Fort Hood" OR "HSBC Arena" OR "First Niagara Center" OR "Key Arena" OR "KFC Yum! Center" OR ((key OR prime OR important) w/2 (venue OR sponsor)) OR "Omaha Civic Auditorium" OR "Oracle Arena" OR "Patriot Center" OR "Pepsi Center" OR "Phillips Arena" OR "Revel" OR "Smoothie King Center" OR "Talking Stick Resort Arena" OR "TD Garden" OR "Tingley Coliseum" OR "US Bank Arena" OR "Valley View Casino Center" OR "Verizon Center" OR "Wells Fargo Center" OR "The Pond" OR Mandalay OR Apex or Sphere OR "T-Mobile" OR Intuit OR Amalie OR "Madison Square Garden" OR "MSG" OR "Ball Arena" OR "Climate Pledge" OR "Delta Center" OR "Enterprise Center" OR "Boardwalk Hall" OR "Moody Center" OR VyStar OR "TD Garden" OR "Spectrum Center" OR "Frost Bank" OR "Virgin Hotels" OR Kia OR "UBS Arena" OR Toyota OR "Nationwide Arena" OR "Footprint Center" OR "Gila River" OR "Chesapeake Energy" OR Pinnacle Bank OR "Moda Center" OR Chartway OR "Santa Ana Star Center" OR "PNC" OR "Capital One Arena" OR "Golden 1" OR "Bon Secours" OR "Blue Cross Arena" OR Amerat OR "State Farm Arena" OR Intrust OR "Barclays Center" OR Fiserv OR "Pearl Theater" OR Centurylink OR "Palms Casino" OR Adirondack OR "The Forum" OR Amway OR "Frank Erwin" OR Scottrade OR "Save Mart" OR "Little Caesars" OR "Park Theater" OR "Ted Constant" OR "PPG Paints" OR Nassau OR "Times Union" OR "Sprint Center" OR "Quicken Loans" OR Vient OR "Denny Sanford" OR "Consol Energy" OR "The Chelsea" OR Pechanga OR Seminole OR "Smoothie King" OR "Patriot Center" OR "1stBank" OR "Bell Centre" OR "Air Canada Centre" OR "Rogers Arena" OR "Canadian Tire Centre" OR "Canad Life" OR Lusail OR Kaseya OR CDMX OR Galaxy OR "RAC" OR Etihad OR Accor OR Coop Live OR "Kingdom Arena" OR Qudos OR "anb Arena" OR Farmasi OR Ginasio OR "O2 Arena" OR jeunesse OR "Singapore Indoor" OR "Du Forum" OR "Spark Arena" OR Sajik OR CSKA OR "Marvel Stadium" OR "Royal Arena" OR "Arena Ciudad de Mexico" OR Shenzhen OR Antel OR Avicii OR Yubileyny OR "Rod Laver" OR Scotiabank OR Adelaide OR "Cadillac Arena" OR Estadio OR Avenir OR Olimpiyskiy OR Barclaycard OR "Echo Arena" OR Movistar OR Perth OR Paraense OR "Mercedes-Benz Arena" OR Ergo OR Saitama OR "SSE Hydro" OR Rotterdam OR Ericsson OR "AO Arena" OR Zagreb OR Baixada OR Brisbane OR "Olympic Gymnastics Arena" OR Monterrey OR "3arena" OR "Uber Arena" OR HSBC OR Goiania OR "Mall of Asia" OR Adelaide OR Tauron OR "Tele2"</p>	<p>Term 37 - an uneven number of quotation marks - 105 exist - this will invalidate the results and must be fixed before formatting is attempted again.  Term 37 - contains 2877 characters.  Term 37 - contains problem wildcard(s): Yum*</p>
exclusiv* AND (bout w/3 agreement)	
champion AND (bout w/3 agreement)	
(right w/5 (offer OR match)) AND (bout w/3 agreement)	
"ancillary rights" AND (promotional w/5 agreement)	
(fighter w/20 (cooperat* OR appear* OR media OR promote OR (promotional w/3 activit*))) AND (promotional w/5 agreement)	Term 42 - proximity operators should be checked.
(fighter w/5 retire*) AND (promotional w/5 agreement)	
(injur* OR retire*) AND (promotional w/5 agreement)	
(cooperate OR assist) w/20 (advertis* OR publicity OR promot* OR (press w/2 conference) OR interview OR appear* OR sponsor*)	
(((fighter OR promotional OR terms) w/5 (contract OR agreement)) w/100 (mobil* OR compensat* OR purse OR salar* OR pay OR compet* OR (sign w/10 (promoter OR promotion OR produc*)))	<p>Term 46 - is missing '}'.  Term 46 - is unbalanced at mpet* OR (sign W/10  Term 46 - may contain extra parentheses</p>
<p>((promotion* OR ancillary OR merchan* OR bout OR video OR sponsor* OR fighter OR athlete OR letter) w/15 (rights OR contract OR agreement OR deal)) OR ((letter OR memo*) w/3 (understanding) OR ((exten* OR toll*) w/10 (notice OR agreement OR contract)) OR ((talent OR athlete* OR fighter*) w/5 (comp* OR earn* OR pay*)) OR "right to match" OR (match w/10 comp*) OR "side letter"</p>	Term 47 - contains problem wildcard(s): pay*

Plaintiff Original March 30, 2025 Terms	Zuffa E-Discovery Vendor Comments and Clarifications Requested
<p>broadcast* OR televis* OR "pay-per-view" OR podcast OR stream OR "PPV" OR ESPN OR "AXS TV" OR DAZN OR HBO OR Max OR Xfinity OR Prime OR Netflix OR Showtime OR "Joe Hand" OR Cinemax OR Spectrum OR Fox OR FNG OR NBC OR Discovery OR RMC OR "Canal+" OR "Canal Plus" OR WBD OR Sportsnet OR TVA OR Setanta OR Band OR GOAT OR Globo OR TikTok OR Spike OR Viacom OR Showtime OR Fox OR HBO OR "Home Box Office" OR Dish OR "Time Warner" OR Cox OR DirecTV OR Comcast OR Combate OR "Ross Greenburg" OR G4 OR "Project Octagon" OR AXS OR HDNet OR "Blue Entertainment" OR Yahoo* OR Televisa OR Tornabene OR Mezger OR Cuban OR (Andrew w/2 Simon) OR Thoele OR "@hd.net" OR "Joeboxer1966@aol.com" OR "@axs.tv" OR "@axs.com" OR "@hdnetfights.com" OR "@axstvfight.com" OR INDemand OR VOD OR "video-on-demand" OR ((distribution OR license) w/5 (deal OR contract OR agreement)) OR IPTV OR "Internet protocol television" OR distributorship OR ((Broadcast* OR TV OR PPV OR Pay-per-view) w/10 (agreement OR contract OR deal)) OR (PPV w/2 (revenue* OR pric*)) OR "The ultimate fighter" OR TUF OR Challenger* OR Hershman OR Espinoza OR "Kevin Kay" OR Panasonic OR NBCSports OR AOL</p>	<p>Term 48 - contains 1106 characters.</p>
<p>Budweiser OR "Bud Light" OR Anheuser OR Busch OR BT OR "Crypto.com" OR DraftKings OR "Love Hemp" OR Migu OR Modelo OR (Monster w/3 (Energy OR Drink) OR "Oscar Meyer" OR "Kraft Heinz" OR "Stake.com" OR TikTok OR Venum OR Timex OR Trojan OR VeChain OR Reebok OR Toyo OR "Call of Duty" OR Activision OR BodyArmor OR "Sweet Sweat" OR easypost OR Cuervo OR "Air National Guard" OR "Hospital for Special Surgery" OR Prime OR ESPN OR KUDO OR "Harley-Davidson" OR Harley OR Nemiroff OR "O2" OR Revlon OR Sheertex OR "Slate Milk" OR Lucid OR "Lucidtravel.com" OR ((sponsor* OR advertis*) w/10 (agreement OR contract OR letter OR memorandum))</p>	<p>Term 49 - contains 604 characters. Term 49 - is missing ')'. Term 49 - is unbalanced at OR advertis*) W/10 Term 49 - may contain extra parentheses</p>
<p>((fighter OR promotional OR terms) w/5 (contract OR agreement)) w/100 (mobil* OR compensat* OR purse OR salar* OR pay OR compet* OR (sign w/10 (promoter OR promotion OR produc*)))</p>	<p>Term 50 - proximity operators should be checked.</p>
<p>(Le OR Vazquez OR Quarry OR Kingsbury OR Fitch OR OR Vera OR Kajan OR Johnson OR Dollaway OR Connelly OR Danzig) w/20 (action OR lawsuit OR case OR litigation OR plaintiff OR defendant OR lawyer OR attorney OR Boulware OR (district w/3 Nevada))</p>	<p>Term 51 - doubled operator (OR OR) identified.</p>
<p>(judgment w/3 shar*) OR (joint w/3 (defense OR indemni* OR liab*) OR "D&amp;O" OR "Directors and Officers"</p>	<p>Term 52 - is missing ')'. Term 52 - is unbalanced Term 52 - may contain extra parentheses</p>
<p>(login OR (log w/2 (in OR on)) OR credentials OR content OR maintain OR maintenance OR post OR message OR "DM" OR "IM" OR update OR upload OR agreement OR contract OR "pre-bout" OR "post-bout") w/20 ("www.UFC.com" OR "www.ufcfightpass.com" OR "www.facebook.com/UFC" OR "www.twitter.com/UFC" OR "www.instagram.com/UFC" OR "www.snapchat.com/add/ufc" OR "www.tiktok.com/@ufc" OR "x.com/ufc" ) OR "Mixed Martial Arts LLC" OR twitter OR facebook OR google OR Crave OR "USA Today" OR Sherdog OR "@mixedmartialarts.com" OR bloodyelbow OR MMApayout OR Underground OR Youtube OR MMAfighting OR MMAWeekly OR "MMA Junkie" OR BNQT OR "Heavy.com" OR Ferrall OR "Amy Martin" OR Instagram OR TikTok OR "Tik Tok"</p>	<p>Term 53 - contains 656 characters.</p>
<p>agreement AND UFC AND (Facebook OR Meta OR Instagram OR snapchat OR Twitter OR "X" OR "TikTok")</p>	
<p>(content OR copy OR post OR message OR text OR bout) AND (facebook OR twitter OR tweet OR instagram OR snapchat OR "X" OR TikTok OR "Tik Tok" OR fightpass OR "www.UFC.com" OR "www.ufcfightpass.com" OR "www.facebook.com/UFC" OR "www.twitter.com/UFC" OR "www.instagram.com/UFC" OR "www.snapchat.com/add/ufc" OR "www.tiktok.com/@ufc" OR "x.com/ufc" OR "tkogrp.com" OR "endeavorco.com")</p>	
<p>"athletic commission" OR "unarmed combat commission" OR "athletic control board" OR "SACB" OR "combat sports commission" OR "department of gaming" OR "ADG" OR "Combative Sport" OR "United States Anti-Doping Agency" OR "USADA" OR "World Anti-Doping Agency" OR WADA</p>	
<p>(minutes OR agenda OR presentation OR PowerPoint OR slide OR notes OR agreement OR resolution) w/20 (board OR directors OR BOD)</p>	
<p>"Flash Entertainment" OR Mubadala OR "January Capital" OR ("Abu Dhabi" w/10 sovereign w/3 (fund OR investor)) OR Khaldoon OR Mubarak OR AIMubarak</p>	<p>Term 58 - is potentially ambiguous</p>
<p>(event OR bout OR promotion OR broadcast) AND ("Abu Dhabi" OR Emirates OR "UAE"</p>	<p>Term 59 - is missing ')'. Term 59 - is unbalanced at n OR broadcast) AND Term 59 - may contain extra parentheses</p>

Plaintiff Original March 30, 2025 Terms	Zuffa E-Discovery Vendor Comments and Clarifications Requested
(Zuffa OR "UFC" OR "World Wrestling Entertainment" OR "WWE" OR "TKO" OR Whale) AND ("Silver Lake" OR "silverlake.com" OR "SLP" OR Egon OR Durban OR "Jim Davidson" OR "Glenn Hutchins" OR "Roger McNamee" OR "David Roux" OR Hao OR Bingle OR Mondre OR Osnoss)	
(Zuffa OR "UFC" OR "World Wrestling Entertainment" OR "WWE" OR "TKO" OR Whale) AND ("Kohlberg Kravis Roberts" OR "KKR")	
(Zuffa OR "UFC" OR "World Wrestling Entertainment" OR "WWE" OR "TKO" OR Whale) AND ("MSD" OR "DFO" )	
distribut* w/200 (UFC AND (event OR fight OR bout OR match OR program OR broadcast OR production OR (fighter w/15 rank) OR champion* OR title OR contend*))	Term 63 - is missing ')'. Term 63 - is potentially ambiguous Term 63 - is unbalanced at st OR production OR Term 63 - may contain extra parentheses
UFC AND (produc* w/10 (event OR bout OR fight OR broadcast OR match* OR cost* OR expense* OR "PPV" OR "pay-per-view" OR venue OR agreement OR contract))	
(financial w/3 (report OR data OR results OR statement OR update OR information OR projection)) OR "P&L" OR "P & L" OR "P and L" OR "profit and loss" OR (asset w/10 debit) OR "pro forma" OR EBITDA OR budget OR costs OR profit OR "balance sheet" OR "income statement"	
("Fight Pass" OR "fightpass.com") w/40 (content OR stream OR broadcast OR sponsor OR advertis* OR strateg* OR market* OR sell* OR analys* OR perform* OR project* OR revenue OR profit OR agreement OR contract)	
(UFC OR "Ultimate Fighting Championship" OR Bellator OR "ONE Championship" OR "One FC" OR PFL OR "Professional Fighters League" OR Rizin OR KSW OR "Konfrontacja Sztuk Walki" OR "Cage Warriors" OR Invicta OR "King of the Cage" OR KOTC OR "Absolute Championship Berkut" OR ACB OR "Absolute Championship Akhmat" OR ACA OR "Prospect Fighting Championships" OR PFC OR "Super Fight League" OR "Tachi Palace Fights" OR "Titan Fighting Championships" OR "Titan F.C." OR "Titan FC" OR "TKO Major League MMA" OR "Art of War Fighting Championship" OR Deep OR Pancrase OR "British Association of Mixed Martial Arts" OR BAMMA OR "Fight Exclusive Night" OR FEN OR "Ultimate Challenge MMA" OR UCMMA OR "Australian Fighting Championship" OR AFC OR Brace OR "Jungle Fight" OR Legacy OR "M-1" OR "M1" OR "Cage Fury" OR "CFF" OR "Golden Boy" OR "World Series" OR WSOF OR Coker OR "De la hoya" OR "Golden Boy" OR Knapp OR K1 OR K-1 OR Chou OR Sefo OR ("Lion Fight") OR Lionfight OR ("Glory Kickboxing") OR Metamoris OR "Global Fight League" OR "GFL" OR "Bare Knuckle Nation" OR "BKFC") AND (SWOT OR strength OR analys* OR strateg* OR (fighter w/3 (salar* OR "comp" OR compensat* OR pay* OR purse OR bonus OR royalt*)) OR counterprogram* OR revenue OR profit OR "P&L" OR "balance sheet")	Term 67 - contains 1188 characters. Term 67 - contains problem wildcard(s): pay* Term 67 - may contain extra parentheses
(analys* OR strateg* OR study OR paper OR research) w/20 ((extend OR restrict OR strateg* OR purpose OR advantage) AND ((promotional or ancillary) w/5 agreement))	
(analys* OR strateg* OR study OR paper OR research OR agreement) w/20 "UFC Apex"	
(financial w/3 (report OR data OR results OR statement OR update OR information OR projection)) OR "P&L" OR "P & L" OR "P and L" OR "profit and loss" OR (asset w/10 debit) OR "pro forma" OR EBITDA OR budget OR costs OR profit OR "balance sheet" OR "income statement" OR (margin w/2 analys*) OR "equity valuation" OR "asset appraisal" OR "financial model" OR (investor w/3 presentation), OR "S-1" OR "S1" OR prospectus OR "common stock" OR equit* OR debt OR bond* OR (securities w/3 exchange)	Term 70 - contains 469 characters. Term 70 - is a duplicate to at least Term 21
(revenue* OR profit* OR projection* OR sales OR income OR buys OR views) w/20 (("PPV" OR "Pay-per-view") AND ESPN)	
Flywheel	
((agreement* OR contract* OR letter* OR deal) w/10 ("merchandise rights" OR sponsor* OR bout OR promotion* OR "ancillary right")) AND (Zuffa OR UFC)	
(UFC OR Zuffa OR Bellator OR "ONE Championship" OR PFL OR "Professional Fighters League" OR Rizin OR KSW OR "Konfrontacja Sztuk Walki" OR "Cage Warriors" OR Invicta OR "King of the Cage" OR KOTC OR "Absolute Championship Berkut" OR ACB OR "Absolute Championship Akhmat" OR ACA OR "Prospect Fighting Championships" OR PFC OR "Super Fight League" OR "Tachi Palace Fights" OR "Titan Fighting Championships" OR "Titan F.C." OR "Titan FC" OR "TKO Major League MMA" OR "Art of War Fighting Championship" OR Deep OR Pancrase OR "British Association of Mixed Martial Arts" OR BAMMA OR "Fight Exclusive Night" OR FEN OR "Ultimate Challenge MMA" OR UCMMA OR "Australian Fighting Championship" OR AFC OR Brace OR "Jungle Fight") AND (compet* OR market OR growth)	Term 74 - contains 711 characters.

Plaintiff Original March 30, 2025 Terms	Zuffa E-Discovery Vendor Comments and Clarifications Requested
(industry w/10 ((report OR presentation OR analysis OR trend OR forecast OR SWOT)) AND (MMA OR “mixed martial arts”))	Term 75 - may contain extra parentheses
(market w/10 (research OR analysis OR evaluation OR assessment OR trend OR insights OR dynamics OR forecast OR projections OR outlook OR growth OR report OR presentation OR SWOT)) AND (MMA or “mixed martial arts”)	
“competitive analysis” OR “competition analysis” OR “competitive landscape” OR “market compet*” OR “competitive positioning”	
market w/5 (share OR segment* OR division OR target)	Term 78 - is potentially ambiguous
growth w/5 ((potential OR projection OR forecast OR outlook)) w/5 market)	Term 79 - is missing '('. Term 79 - is unbalanced at outlook)) W/5 market Term 79 - may contain extra parentheses
market w/10 (challenge OR barrier OR obstacle)	Term 80 - is potentially ambiguous
barrier w/5 (entry OR expansion)	
(alternative OR independent) w/5 MMA w/5 (promot* OR league OR organization)	
(profit* OR revenue OR financ*) w/10 (analysis OR spreadsheet OR projection OR report OR forecast OR trend OR evaluation OR valuation OR growth OR outlook)	Term 83 - is potentially ambiguous
counterprogram*	
“event strategy” AND (promoter OR promotion)	
((fighter OR talent OR athlete)) w/5 (roster OR analysis OR assessment)) AND (promoter OR promotion OR league OR organization)	Term 86 - is missing '('. Term 86 - is unbalanced at lysis OR assessment) Term 86 - may contain extra parentheses
(acquisition OR acquire OR merge* OR buy OR deal) w/10 (promoter OR promotion OR league OR organization)	
(agreement w/5 licens*) AND (promoter OR promotion OR league OR organization)	
“media rights” AND UFC AND (promoter OR promotion OR league OR organization)	
(fighter OR athlete OR talent) w/5 ((contract OR agreement) AND (transfer OR buy OR sell OR release OR extend))	
(analyst OR consultant) AND (demand OR revenue OR income OR profit OR market OR share)	
(analyst OR consultant) AND (compet* w/5 (promoter OR promotion OR league OR organization)) AND MMA	
(compensation OR salary OR pay OR wage) AND (UFC OR Zuffa) AND (box* OR wrestl* OR WWE OR “World Wrestling Entertainment” OR Raw OR Smackdown OR NXT OR baseball OR MLB OR football OR NFL OR basketball OR NBA OR Nascar OR golf OR PGA OR Hockey OR NHL OR “sports league” OR “professional sports”)	Term 93 - contains problem wildcard(s): box*
(“grant of promotional rights” OR “exclusivity clause” OR exclusive OR “non-compete” OR ((champion w/5 (clause OR (extension OR extend OR renew))) AND (UFC OR Zuffa) AND (contract OR agreement OR bout OR athlete OR fighter OR talent)	Term 94 - is missing '('. Term 94 - is potentially ambiguous Term 94 - is unbalanced at (UFC OR Zuffa) AND Term 94 - may contain extra parentheses
(contract OR agreement) AND (bind* OR restrict* OR prevent OR block) AND (fighter OR athlete OR talent OR bout) AND (UFC OR Zuffa)	
(champion* OR “title holder” OR “extension term”) AND (bout w/5 (contract OR agreement)) AND (UFC OR Zuffa)	
(“right to match” OR “matching period” OR (match w/5 offer)) AND (bout w/5 (contract OR agreement)) AND (UFC OR Zuffa)	
(“right to first offer” OR “right of first offer” OR “ROFO”) AND bout w/5 (contract OR agreement) AND (UFC OR Zuffa)	
(“ancillary rights” OR “identity rights”) AND (contract OR agreement) AND (exclusive OR sole OR non-compete) AND (UFC OR Zuffa)	
“promotion clause” AND (contract OR agreement) AND ((attend OR cooperate OR assist OR promote) w/5 (fight OR bout OR event OR broadcast OR conference)) AND (UFC OR Zuffa)	
“retirement” AND (contract OR agreement) AND (UFC OR Zuffa)	
(toll* OR exten*) AND (injur* OR retire* OR “decline to compete” OR disqualif*) AND (contract OR agreement) AND (UFC OR Zuffa)	
(“sponsorship clause” OR “endorsement clause” OR “sponsorship and endorsement clause” OR “commercial identification”) AND (contract OR agreement) AND (exclusive OR sole OR non-compete OR discretion) AND (UFC OR Zuffa)	
(contract OR agreement) AND (impact* OR effect* OR influenc* OR result* OR outcome*) AND (analysis OR research OR report) AND (fighter OR athlete) AND (UFC OR Zuffa)	
(mobility OR switch* OR move OR “fighter compensation”) AND (contract OR agreement) AND (UFC OR Zuffa) AND (impact* OR effect* OR influence* OR result* OR outcome*)	
“mobility restriction” AND (contract or agreement) AND (UFC OR Zuffa)	

Plaintiff Original March 30, 2025 Terms	Zuffa E-Discovery Vendor Comments and Clarifications Requested
(contract OR agreement) AND (impact* OR effect* OR influenc* OR result* OR outcome*) AND (UFC OR Zuffa) AND (Bellator OR "ONE Championship" OR PFL OR "Professional Fighters League" OR Rizin OR KSW OR "Konfrontacja Sztuk Walki" OR "Cage Warriors" OR Invicta OR "King of the Cage" OR KOTC OR "Absolute Championship Berkut" OR ACB or "Absolute Championship Akhmat" OR ACA OR "Prospect Fighting Championships" OR PFC OR "Super Fight League" OR "Tachi Palace Fights" OR "Titan Fighting Championships" OR "Titan F.C." OR "Titan FC" OR "TKO Major League MMA" OR "Art of War Fighting Championship" OR Deep OR Pancrase OR "British Association of Mixed Martial Arts" OR BAMMA OR "Fight Exclusive Night" OR FEN OR "Ultimate Challenge MMA" OR UCMMA OR "Australian Fighting Championship" OR AFC OR Brace OR "Jungle Fight")	Term 107 - contains 769 characters.
(((fighter OR athlete) AND (switch OR transition OR move OR leave) AND (UFC OR Zuffa)) AND ((require* OR obligation OR term OR prevent) OR ((rival OR compet* OR independent OR alternative) AND (promoter OR promotion OR league OR organization))) OR (Bellator OR "ONE Championship" OR PFL OR "Professional Fighters League" OR Rizin OR KSW OR "Konfrontacja Sztuk Walki" OR "Cage Warriors" OR Invicta OR "King of the Cage" OR KOTC OR "Absolute Championship Berkut" OR ACB or "Absolute Championship Akhmat" OR ACA OR "Prospect Fighting Championships" OR PFC OR "Super Fight League" OR "Tachi Palace Fights" OR "Titan Fighting Championships" OR "Titan F.C." OR "Titan FC" OR "TKO Major League MMA" OR "Art of War Fighting Championship" OR Deep OR Pancrase OR "British Association of Mixed Martial Arts" OR BAMMA OR "Fight Exclusive Night" OR FEN OR "Ultimate Challenge MMA" OR UCMMA OR "Australian Fighting Championship" OR AFC OR Brace OR "Jungle Fight"))	Term 108 - contains 909 characters. Term 108 - is missing ')'. Term 108 - is potentially ambiguous Term 108 - is unbalanced at R organization)) OR Term 108 - may contain extra parentheses
((Endeavor OR EDR) w/10 distribut*) AND ((UFC OR Zuffa OR TKO) w/10 (fight OR event OR bout OR match))	
((Endeavor OR EDR) w/10 produc*) AND ((UFC OR Zuffa OR TKO) w/10 (fight OR event OR bout OR match))	
(cost* OR expense* OR profit* OR "PNL" OR "P&L" OR "P and L") AND ((UFC OR Zuffa OR TKO) w/10 (fight OR event OR bout OR match))	Term 111 - is potentially ambiguous
("Fight Pass" OR ((UFC OR Zuffa OR TKO) w/10 "streaming service")) w/10 (Endeavor OR EDR)	
("competitive analysis" OR "competition analysis" OR "competitive landscape" OR (market w/2 (compet*) OR "competitive positioning" OR SWOT OR (strength* w/5 weakness* w/5 opportunit* w/5 threat*)) AND (MMA OR "mixed martial arts" OR Zuffa OR UFC OR TKO)	Term 113 - is missing ')'. Term 113 - is unbalanced at * W/5 threat*)) AND Term 113 - may contain extra parentheses
(compensat* OR salar* OR pay OR wage*) AND (UFC OR Zuffa OR TKO) AND (fighter* OR talent OR athlete*)	
counterprogram* AND (Zuffa OR UFC OR TKO)	
(((fighter* OR talent OR athlete*)) w/5 (roster OR analysis OR assessment)) AND (promoter OR promotion OR league OR organization)	Term 116 - is missing '('. Term 116 - is unbalanced at lysis OR assessment) Term 116 - may contain extra parentheses
((agreement OR contract OR letter OR deal) w/10 (bout OR promotion* OR "ancillary right")) AND (Zuffa OR UFC OR TKO)	
Apex AND (fight OR bout OR match) AND (Zuffa OR TKO OR UFC)	